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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

IT IS ANNOUNCED that in Court of Appeal No. 2 Chancery final appeals will be heard every day except Wednesdays until further notice. The further notice is likely to appear very shortly, seeing that the small list of Chancery final appeals is rapidly being disposed of. As soon as these are exhausted it is contemplated that both divisions of the Court of Appeal will deal with the list of Queen's Bench appeals.

THE PREVALENCE of influenza has begun to be felt in the Royal Courts of Justice. Several of the officials are or have been absent from duty through illness—two at least of the Chancery registrars, three at least of the chief clerks, and two or three of the associates being amongst the number. The epidemic has also affected many of the attendant caretakers in the building.

VARIOUS RUMOURS are current as to the proceedings at the two-and-a-half-hours' council of the judges for which a whole day of the sittings was sacrificed. The learned judges are understood to be extremely reticent on the subject, but we have some reason to believe that among the changes proposed are several relating to pleading. One meditated change is said to be the abolition of replies, and the doing away with the rule as to admissions being implied by non-traverse, each party being left to tell his own story in his own way. It has also been suggested that much delay has been caused by the indulgence given in allowing further time to deliver pleadings, and we hear it is possible that in future the rules limiting the time in which pleadings are to be delivered will be regarded as peremptory and strictly enforced. There are also rumours that the conduct of business at chambers is regarded with suspicion as being one of the causes of delay, and that more business is in future to be done in court.

CONCURRENTLY with the abolition of demurrers a new procedure is introduced by R. S. C., ord. 25, r. 2, by which points of law which would have been raised by demurrer are to be brought before the court. Three modes are prescribed for the disposal of these questions. They may, at or after trial, be decided by the judge. They may, by consent of the parties, be set down to be heard before the trial of the action. They may, by order of the court, be set down for trial. In the first of these events the judge who tries the action can, and does, at the trial make himself acquainted with the point of law he has to decide, and no necessity for formulating the precise terms arises. When, too, the points are directed by order to be set down, it is usual

to state in the order the points in question, and by this means both time and trouble are saved. When, however, the point of law is set down by consent of the parties, there is no rule which requires that the parties shall state specifically the point or points to be tried. Mr. Justice KEKEWICH took occasion, in a case of *Evans* v. *Evans* on Wednesday last, which had been set down by consent, to remark on the inconvenience of this omission, and to state that, had the case previously come under his notice, he would have made an order setting out the points to be decided.

THE "TIMES" has published this week letters animadverting strongly on the unpunctuality, somnolence, and waste of time practised by judges. One writer, for instance, asks: "Is it unusual to find a court not sitting until twenty, thirty, or even forty or more minutes after the time when business should commence or continue? Do they exhibit an unwillingness to rise punctually because the work of the day is unfinished? Is it an unusual spectacle to find judges peacefully slumbering upon the bench, particularly after the 'mid-day adjournment'? Was there not an occasion when a learned counsel addressed a divisional court of the Queen's Bench Division for one whole afternoon, uninterrupted, while both members of the court (which disposed of the case next morning in about one short half-hour) sat with closed eyes and apparently deaf ears?" Complaints of this kind made in daily papers ought to be more specific. The general public does not know, as the profession does, what judges are meant, and is apt to gain an impression that the complaints are generally applicable. It would be in the highest degree unjust to charge the judges as a body with slothfulness or unpunctuality in the discharge of their duties. As a body they are punctual, wide-awake, and (save when councils are held) unremitting in their attention to business. No more diligent judges could be desired than those of the Chancery Division, and we cannot read without regret charges levelled in the daily papers against judges in general, which are only fairly applicable to a very small number of them.

WE PRINT elsewhere the report of the joint committee appointed by the Bar Committee and the Incorporated Law Society on the question of the trial of commercial actions. Substantially it is an expansion of a part of the report of a similar joint committee which was issued in June, 1888. By that report it was suggested that a special list should be instituted, to include only mercantile causes, and to be called the "London List." For the trial of this list a court was to sit continuously, as far as possible, and was to be presided over by a judge specially assigned for the work. The question of attaching him to the Probate, Divorce, and Admiralty Division was mooted, but the committee deferred its discussion so as not to hinder the accomplishment of the smaller change which they were prepared definitely to advocate. They need not have been alarmed on this score. Three and a half years have passed away and no attempt, except the institution of the ineffectual sittings at the Guildhall, has been made to attract commercial cases back to the High Court. Now, therefore, and happily just in time for the report to have been submitted to the Lord Chancellor and the judges before the council of last Monday, the same proposals are advocated in greater detail. If the High Court is "to regain the confidence of the commercial community, or even to retain its present limited share in the settlement of commercial disputes" it is imperative, so the report says, that a separate commercial list should be established, and that this list should be disposed of, apart from all other work of the Queen's Bench Division, either by a judge of that division specially assigned for the purpose, or by a judge permanently added to the Probate, Divorce, and Admiralty Division. A list is given of the matters which may properly be regarded as commercial, including fire and marine insurance, carriage of goods, negotiable and other mercantile instruments, banking, stock exchange, and similar financial business, and questions relating to patents, but it would probably be easy to settle the nature of the commercial list if once such a list should be introduced. As to patents, these might better be assigned to a special judge of their own than placed in the list of a judge whose knowledge of commercial matters would be of no service to him in deciding them. The report further suggests that the trial of cases in the commercial list should be before the judge alone, or before the judge with assessors, and that where a jury is demanded by either party, a special jury should be taken from a selected special jury list. With the establishment of the commercial court the committee would for the present be satisfied, and they reserve for further consideration the question of modifying the present system of pleadings and the rules of evidence in commercial actions. At the same time they emphasize what they regard as the reasonable wants of commercial suitors—namely, a reduction of the expenses of litigation in the stages preliminary to actual trial; a means of ascertaining with a tolerable degree of certainty when the trial will take place; and a speedier process in getting to trial.

ALL THIS is open to one obvious criticism. The reforms which are to win back commercial suitors from arbitration rooms to the High Court are equally due to the luckless suitors to whom arbitration is not open, and who must sue in the High Court or forego their right altogether. By all means let the commercial world have its specially qualified judge, its specially selected jury list, and its assessors, if thereby it is induced to place confidence in the proceedings of the High Court. But everything that is suggested in the way of lessening expense, simplifying proceedings, and bringing cases to speedy trial applies with equal force to all classes of actions alike. It may be fortunate that the withdrawal of commercial cases has led to the present outcry for reform, but it would be a distinct mistake to imagine that it is only commercial suitors who suffer. Yet a tendency in this direction is shewn by the suggestion that the commercial judge should be attached to the Admiralty Division, the reason apparently being that the greater expedition which prevails in that division would be introduced into commercial matters also. But such expedition is desirable everywhere, and the true remedy is not to remove commercial cases from the Queen's Bench Division, but to introduce into the procedure of the whole division such reforms in the way of simplifying the preliminary stages of actions and relaxing the strict rules of evidence as may be practicable. The committee of the Liverpool Law Society, who also advocated the establishment of a separate commercial list (*ante*, p. 163), did not fail to recognize that any improvement in procedure must apply to litigation generally. We should deprecate, too, the assignment of a judge to deal continuously with the commercial list unless an equal effort is to be made to dispose of the general list. The lack of judicial power is, indeed, at the root of the whole matter, and no material improvement can be expected while the cause lists are allowed to be permanently in arrear. Until this evil has been removed it cannot be said that the system introduced by the Judicature Acts has had a fair trial.

THE CASE of *Brown* v. *Book*, which came before the Queen's Bench Division on the 16th inst., raised a question of great importance to county court suitors, namely, what course should be pursued, in an appeal from a county court, in the absence of any notes taken by the county court judge. It appeared that, at the conclusion of the hearing in the county court, the appellant applied to the judge for a copy of his note, which, however, was refused, upon the ground that no request to take a note had previously been made as required by section 120 of the County Courts Act, 1888. Moreover, a subsequent application to the registrar of the county court for a copy of the note was met by the reply that no note had in fact been taken. These facts having been deposed to on affidavit, the Divisional Court (HAWKINS and WILLS, JJ.) were asked to hear the appeal without notes being produced by virtue of ord. 59, r. 8, of the Supreme Court Rules, which gives them power, if the county court judge's notes are not forthcoming, to hear and determine the appeal upon any other evidence or statement of what occurred in the county court as may be deemed sufficient. The court, however, held that, in the absence of a note, the appeal could not be heard unless the county court judge made a certificate that no note had been taken, but, at the same time,

they adjourned the further hearing of the appeal in order to enable the appellant to obtain from the county court either a note or certificate that no note had been taken. This decision seems to be reasonable enough, though it may be mentioned that in *Lumb* v. *Teal* (22 Q. B. D. 675) it was intimated by the court (Lord COLERIDGE, C.J., and HAWKINS, J.), though not actually decided, that the production of notes may be dispensed with where affidavits are filed giving some reason or explanation for their non-production, such as that none were taken, or that they have been lost. Henceforward, however, it will, it seems, in addition, be necessary for the appellant to obtain from the county court judge a certificate that no note has been taken. In this connection it may be mentioned that a request to a county court judge to take a note must, under section 120 of the County Courts Act, 1888, be made "*at the trial or hearing*," and that these words would seem to include "*the end of the case*," or "*when the case is fairly concluded*" (*Pierpoint* v. *Cartwright*, 28 W. R. 583, 5 C. P. D. 139; see also *Turner* v. *Great Western Railway Co.*, 2 Q. B. D. 125), though a request to take a note not made until an hour and a half after judgment given has been held to be too late (*Pierpoint* v. *Cartwright*, *supra*). It is, therefore, submitted that in the case under discussion, if, as appears to have been the case, the learned county court judge was requested to take a note "*at the end of the case*" the request was made in time, and should, therefore, have been complied with.

THE LANGUAGE used by Lord Justice FRY in *Re The Apollinaris Co.'s Trade-marks* (1891, 2 Ch., at p. 233), with reference to misleading labels, still continues to perplex the public. One of the marks in issue in that memorable litigation (No. 45,096) consisted of the words "Friedrichshall" mineral water, "Sole Importers, the Apollinaris Company, Limited, London." "Sole Proprietors, C. OPPEL & Co., Friedrichshall," with a central device of a circular disc with the words "Trade-mark" immediately beneath it, and a description of the properties of the water, and testimonials as to efficacy. When used the disc was coloured red. The Attorney-General took the objection to this mark that it was calculated to mislead, inasmuch as the whole label was registered as a trade-mark, and yet contained the assertion that the red disc, which was the most conspicuous part of the whole label, was "trade-mark," not saying "*a* trade-mark," nor "part of *the* trade-mark," but an assertion pointing to the conclusion that it, and it alone, was the trade-mark. The Court of Appeal upheld this objection, and FRY, L.J. (*ubi supra*), said:—"An owner of a registered trade-mark may put it on a registered label, but not so as to mislead a reader of that label and induce him to believe the only thing registered is the distinctive mark." These observations have produced, and appear to justify, the apprehension that where the words "trade-mark" are contained in a label or other mark in such a way as to seem to refer to a particular part of the mark as being *the* essential part, the owner may lose protection for the mark as a whole, and there have been numerous applications to the court under section 92 of the Act of 1883 for leave to amend. Undue importance should not, however, be attached to Lord Justice FRY'S remarks. They are limited to the class of cases with which they deal. In the label in question the red disc, immediately beneath which the words "trade-mark" were placed, was the only essential part, everything else being absolutely common property; and leave to amend in such cases will either be refused or be granted on the conditions imposed by KEKEWICH, J., in *Re Colman's Trade-mark* (1891, 2 Ch. 402). It is hardly necessary to point out that an application for leave to amend by the owner of an "old mark" that is obnoxious to the Lord Justice's criticism is attended with peculiar difficulty (*cf. Re Phillip's Trade-mark*, 1891, 3 Ch. 139).

ON SATURDAY last, in *Re Broad's Patent Night Light Co.*, Mr. Justice NORTH made an order to wind up a company, notwithstanding an irregularity in the advertisement of the petition. Rule 2 of the Companies Winding-up Rules of the 14th of February, 1891, provides that "every advertisement of a petition shall contain a note at the foot thereof stating that any person who intends to appear on the hearing of the petition, either to oppose or support, must send notice of his intention to the petitioner within the time prescribed by the next succeeding rule; and an advertisement of a petition for the winding up of a company by the court which does not contain such a note shall be deemed irregular." Rule 3 provides that the notice of intention to appear on the hearing shall be served "not later than six o'clock in the afternoon of the day previous to the day appointed for the hearing of the petition." In the present case the day appointed for the hearing of the petition was the 16th of January. The note at the foot of the petition stated (in error) that any person who intended to appear on the hearing must serve notice of his intention not later than six p.m. on the 13th of January (instead of the 15th). Rule 177 of the Companies Winding-up Rules, 1890, provides that no proceeding shall be invalidated by any informal defect or by any irregularity, "unless the court before which an objection is made to the proceeding is of opinion that substantial injustice has been caused by the defect or irregularity, and that the injustice cannot be remedied by the order of the court." Mr. Justice NORTH held that, inasmuch as no one had come forward on the hearing to say that, by reason of the error in the advertisement, he had been misled, and had been induced to abstain from serving notice of his intention to appear, because he supposed he was too late, no injustice had been caused by the irregularity. His lordship accordingly ordered the company to be wound up.

CLAIMS TO INTEREST.

THE judgment of the Court of Appeal in *London, Chatham, and Dover Railway Co.* v. *South-Eastern Railway Co.* (*ante*, p. 77) calls attention to the only terms upon which interest will be allowed upon sums found to be due, except in the case of purely equitable demands, such as those made against defaulting trustees. Formerly it was established by a long series of cases that interest was only allowed at law upon mercantile securities, or in those cases where there had been an express promise to pay interest, or where such promise was to be implied from the usage of trade or other circumstances (*per* ABBOTT, C.J., in *Higgins* v. *Sargent*, 2 B. & C. 348). Consequently without such promise, express or implied, no interest was allowed upon money recovered in an action for money had and received: *De Haviland* v. *Bowerbank* (1 Camp. 50), *De Bernales* v. *Fuller* (2 Camp. 426); nor even upon money lent: *Calton* v. *Bragg* (15 East, 223), *Page* v. *Newman* (9 B. & C. 378). And it made no difference that the amount in question was a fixed sum to be paid upon a day certain. Thus interest was not allowed upon the principal sum secured by a policy of insurance: *Higgins* v. *Sargent* (*supra*); or upon the price of goods to be paid on a certain day: *Gordon* v. *Swan* (2 Camp. 429n.); or upon a fixed amount to be paid by instalments at stated times: *Foster* v. *Weston* (6 Bing. 709). And the rule thus established at law was followed also by courts of equity in dealing with legalclaims: *Booth* v. *Leycester* (3 M. & C. 459).

Then came the provision of section 28 of 3 & 4 Will. 4, c. 42, which enacted that, upon all debts or sums certain, payable at a certain time or otherwise, the jury on the trial of any issue or upon any inquiry as to damages, might, if they thought fit, allow interest from the time when such debts or sums certain were payable, if such debts or sums were payable by virtue of some written instrument at a certain time, or, if payable otherwise, then from the time when a demand of payment should have been made in writing, such demand to give notice to the debtor that interest would be claimed. Hence, provided that the requirements of the statute are complied with, interest may be allowed on any debt or sum certain whether payable at a certain time or otherwise. If it is payable by virtue of a written instrument at a certain time, then interest may be allowed without more; but otherwise, that is, when the time is uncertain, or, if there is no written instrument, when the time is certain, it is essential that a demand shall have been made to the effect prescribed by the statute.

A good deal of difficulty has arisen in construing the expressions, "debts or sums certain" and "at a certain time," and as the latter is one of the distinguishing marks in the cases where

no previous demand is necessary, special attention has been given to it. It frequently happens that the amount and the time, though not specifically fixed at the outset, are yet so defined that they are capable of exact ascertainment, and naturally it has been argued that the maxim *id certum est quod certum reddi potest* applies so as to bring such cases within the statute. To this view the Privy Council assented in *Juggomohun Ghose* v. *Manickchund* (7 Moo. Ind. App. 263), provided, that is, the maxim were used in a reasonable sense. "In the simplest case," it was said, "we may be obliged to have recourse to calculation for the actual amount, or to the calendar for the precise day of payment. A promise to pay on the last Saturday of the year, at the rate of fifteen shillings a week for twelve months, would certainly be a promise to pay a sum certain at a time certain." But if the certain sum and time may thus be matters of calculation, the elements of certainty must exist at the time when the contract is made, and hence it was held that a provision in the Indian code, similar to our own enactment, did not affect debts contingent in amount and in time of becoming due. Thus it did not affect a debt on a wager contract on the average price which opium would fetch at the next Government opium sale.

An intermediate case, however, arises when the time is not a matter of mere calculation, as in the example above given, but depends upon some event which must necessarily happen if the contract is carried out; as, for instance, when payment is to take place so soon as work is done or goods delivered. In *Merchant Shipping Co.* v. *Armitage* (22 W. R. 11, L. R. 9 Q. B. 99) it was held that this would not make the time certain within the meaning of the statute. By a charter-party the freight was fixed at a sum of £5,000, to be paid, after discharge and delivery of the cargo, in cash two tmonths after the date of the ship's report inward at the Custom House. Part of the cargo was lost by fire, and the main question in the case related to the right of the shipowner to the full amount of freight. It was held that he was entitled to the whole, but without interest. The judgment upon this last point was very short, and no great consideration appears to have been given to it. "We are of opinion," said COLERIDGE, C.J., "that the plaintiffs are not entitled to judgment for the interest. We do not think that the principal sum is payable at a time certain."

Curiously enough no reference was made to this in the subsequent case of *Duncombe* v. *Brighton Club Co.* (23 W. R. 795, L. R. 10 Q. B. 371), where a much more careful discussion of the matter took place, BLACKBURN, J., holding that the time of payment must be exactly specified, MELLOR and LUSH, JJ., that it is sufficient if it is defined with reference to a fixed event. Under a written instrument payment for furniture was to be made as to one-third in cash, and by bills at six and twelve months for the balance. The case related to the interest on the amount to be paid in cash, an amount which was evidently intended to be paid on delivery of the furniture. But this, according to BLACKBURN, J., did not make the time of payment certain. "The section," he said, "does not mean by a certain time, a time which is to depend on a future named event, which will, when the event happens, become certain." On the other hand, MELLOR, J., held that it was sufficient if the time could be ascertained by the terms which were in writing, and which enabled the jury to form a safe basis of calculation as to the time certain at which the money was to be payable. So LUSH, J., pointed out that under the contract the time of payment was fixed by the time when the goods were delivered, and he thought that the maxim *id certum est quod certum reddi potest* was applicable.

Perhaps this use of the maxim goes beyond what was contemplated as legitimate by the Privy Council in the Indian case above referred to, and in the present case of *London, Chatham, and Dover Railway Co.* v. *South-Eastern Railway Co.* LINDLEY, L.J., said that *Duncombe* v. *Brighton Club Co.* was incorrectly decided. Certainly an exact calculation fixing the time cannot, under such circumstances, be made when the contract is entered into. It is to be noticed, however, that a wider latitude has been given to the expression "sum certain," and it is immaterial how the sum is fixed, provided it is ultimately ascertained, and becomes payable under the contract. Hence in cases where a written demand of payment is required, it is NOT necessary to specify the exact amount. It is sufficient to demand that which is due, and to leave the amount to be worked out afterwards: *Geake* v. *Ross* (45 L. J. C. P. 315). In that case ARCHIBALD, J., said that the object of the statute was to extend the right of creditors to recover interest in cases of debts or sums certain, as contradistinguished from cases of unliquidated damages. And so in *Mildmay* v. *Methuen* (3 Drew, 91), where under a building contract the builder's demand for £10,000, in respect of which he had given notice that he should claim interest, was reduced in an administration action by £1,500, it was held by KINDERSLEY, V.C., that there was nevertheless a debt or sum certain, and that the statute applied. To a contrary effect, indeed, was the decision of HALL, V.C., in *Hill* v. *South Staffordshire Railway Co.* (L. R. 18 Eq. 154), but this was probably incorrect. As to the amount, therefore, it is apparently sufficient if the exact sum payable can be ascertained at any time during the currency of the contract, but it would not be safe to assume that the same holds good with respect to the time of payment; and, in accordance with *Merchant Shipping Co.* v. *Armitage*, and with the opinions of BLACKBURN, J., in *Duncombe* v. *Brighton Club Co.* and of LINDLEY, L.J., in the present case, it is probable that for a sum of money to be payable under a written contract "at a certain time," so as to make a demand unnecessary, the contract must itself contain all the elements for fixing the day of payment without reference to any future uncertain event.

A further point arises when one of the parties to a contract has by his conduct prevented a sum certain from becoming payable by him to the other party, and then, upon equitable grounds, as the party in default is not allowed to profit by his own wrong, interest is allowed. At the same time the case must be one in which interest would have been allowed had the amount been ascertained and become payable at the proper time; that is, the debt must be one which would carry interest apart from the statute, or it must be payable by virtue of a written instrument at a certain time, or due notice in accordance with the statute must have been given. Thus in *M'Intosh* v. *Great Western Railway Co.* (2 De G. & Sm. 758, 2 M. & G. 174) the plaintiff was a contractor who had entered into various contracts for the construction of the line of the defendant company. Under these contracts payments were from time to time to be made to him on the certificate of the company's engineer, but such certificates were improperly withheld. Here STUART, V.C., held (4 Giff., at p. 698) that the time of payment was certain, and that if the certificates had been properly granted the sums would have been certain too. Hence he allowed interest on the amount ultimately found to be due to the plaintiff. The amounts being due by virtue of a written contract, and payable at a certain time, there was no necessity for a written demand for payment, accompanied by notice that interest would be claimed.

In *London, Chatham, and Dover Railway Co.* v. *South-Eastern Railway Co.* the same principle was recognized, but its application was held to be excluded by the facts of the case. Various sums were to become due from time to time from one company to the other in respect of a joint traffic agreement, such sums to be ascertained by an exchange and subsequent verification of accounts. Had this exchange and verification duly taken place a balance would have been due to the plaintiffs, and upon the amount of such balance interest was claimed. The Court of Appeal, however, while expressly approving of the decision in *M'Intosh's case*, considered that the delay in verification was caused by the fault of the plaintiffs, and that consequently there was no ground for the application of the equitable doctrine. Since, then, there had been no certain sum due, no interest could be allowed under the statute. Moreover, it being apparently a case where a demand of payment with notice that interest would be claimed was necessary, it was held also that no such demand had been made. It may be noticed that a demand under the statute need not be in any particular form, provided it complies generally with the terms of the statute (*Mowat* v. *Lord Londesborough*, 4 E. & B. 1) and, as above pointed out, it need not specify the exact sum due (*Geake* v. *Ross*). A general notice however, printed on accounts rendered and stating that interest will be charged after a specified period, is not a sufficient compliance with the statute: *Williams* v. *French* (35 SOLICITORS' JOURNAL, 697).

PROOF IN BANKRUPTCY IN RESPECT OF DEBTS PAYABLE *IN FUTURO*.

In the recent case of *Ex parte Ador, Re Browne & Wingrove* (40 W. R. 71; 1891, 2 Q. B. 574) the Court of Appeal were called upon to decide a somewhat fine point of bankruptcy practice with respect to debts payable at a future date. The facts in the case were that the insolvent debtors became jointly liable to the appellant for the repayment of a loan of £1,000 made by him to one of the debtors on the 30th of April, 1885, which loan was, by the terms of the guarantee, to be repaid by instalments extending over ten years, with interest in the meantime on the balance from time to time remaining unpaid after the rate of six per cent. per annum, payable half-yearly. In March, 1890, the debtors filed a petition, under which a receiving order in bankruptcy was made, and a scheme of arrangement was entered into which was approved by the court. At this time interest up to date had been paid to the appellant, but no portion of the principal sum had been repaid. He accordingly presented a proof of debt under the scheme of arrangement for the full sum of £1,000, but without any addition for future interest, and, on the other hand, without allowing any rebate in respect of the fact that the debt was not at the date of the receiving order presently payable. On the declaration of a dividend by the trustee under the arrangement he proposed to pay the dividend upon the amount of the proof, less a rebate of £210, by virtue of rule 21 of schedule 2 to the Bankruptcy Act, 1883, which provides that "a creditor may prove for a debt not payable when the debtor committed an act of bankruptcy as if it were payable presently, and may receive dividends equally with the other creditors, deducting only thereout a rebate of interest at the rate of five pounds per centum per annum, *computed from the declaration of the dividend* to the time when the debt would have become payable according to the terms upon which it was contracted." The appellant applied to the court for an order that the trustee should pay a dividend on the full sum of £1,000, without rebate, or, in the alternative, that the proof might be increased in respect of the future interest, but the registrar refused the application, which refusal was, however, overruled on appeal, and the proof was ordered to stand for £1,000, without rebate.

The process by which this result was arrived at is interesting, but it would have been more satisfactory if the appellant had obtained an actual decision of the court upon the whole question, which he would no doubt have done if he had not been content to accept this method of dealing with his proof. The alternative was that he should be allowed to prove for the full amount of £1,000 plus the value at the date of the receiving order of the future interest agreed to be paid thereon, from which a rebate from the principal sum of £1,000 should be made on payment of the dividend. The Court of Appeal held that the definition of "liability" contained in sub-section 8 of section 37 of the Bankruptcy Act, 1883, was "quite large enough to include not only a debt payable at a future date, but also a liability to pay interest thereon at such rate, high or low, as the bankrupt may have agreed to pay"; and they conclude their written judgment in the following sentences:—"Upon the true construction of section 37 and rule 21 the proper course to pursue appears to be as follows: first, prove the debt as a present debt and apply rule 21 to the dividend payable on it; then value the liability to pay interest and prove for that value, and pay a dividend on that without rebate (see the words of rule 21, which is confined to debts). *If by contract the debt bears interest at five per cent., then, as under the rule interest is to be calculated at five per cent. for the purposes of rebate, the result will be the same as if the principal sum is treated as a present debt not bearing interest and is proved and paid accordingly.* But where the interest is more or less than five per cent. the value of the liability to pay interest and the rebate under the rule will not be equal, and will not, therefore, neutralize each other. Whether it was intended to alter the old law, by which a debt payable at a future date with interest was treated as presently payable without interest, we do not know, but certainly it cannot have been intended, first, to strike out the interest, and then reduce the principal by applying rule 21 to it. That, however, is what has been done by the order appealed from; but there is no warrant for so doing either under the old law or the new. The rule which prevents proof for future interest is not a positive enactment, it is rather a rule of convenience. In ordinary cases it produces no injustice. Where by rule 21 a rebate would be deducted from a future debt which by contract carries interest, the application of section 37, by allowing a proof for such future interest, and setting that off against the rebate, prevents the operation of rule 21 from inflicting a loss upon the creditor by a rebate which would be unjust. If the proof for future interest should be greater than the rebate under rule 21, as when the interest contracted for is more than five per cent., possibly section 37 could not be invoked so far as to allow proof for the amount beyond the rebate. But it is not necessary on the present occasion to decide this point. In the present case the interest payable by the contract is six per cent. The appellant is content to allow the principal sum alone to be the amount of his proof, and to waive any advantage he might obtain by valuing the debtor's liability to pay six per cent. and then applying rule 21. This being so, the proof will stand for £1,000, and there will be no rebate from that or from the dividend payable in respect of it."

The decision in the particular case before the court is so obviously in accordance with equity and common sense that it is a matter of some surprise that leave to appeal to the House of Lords should have been given, even though clogged with the condition that the consent of two-thirds in value of the creditors, present personally or by proxy at a meeting to be summoned, should first be obtained. Seeing, however, that the amount at issue is comparatively small, we cannot conceive that any majority of creditors, for the mere purpose of settling an interesting, though not highly important, point of bankruptcy practice, will be so self-sacrificing as to give their sanction to the expenditure of the estate in the costly luxury of an appeal to the House of Lords.

Whether this course be adopted or not, however, there are one or two points in the judgment which are open to comment, though otherwise the judgment is all that could be desired as a sample of logic and equity. The principal point arises out of the sentence which we have printed in italics. This displays a want of actuarial knowledge which is quite excusable in a calculation so complicated. But beyond this the court have overlooked the fact that the rebate under rule 21 is to be calculated only *from the declaration of a dividend*, whereas the liability for future interest under section 37 would be calculated as at the date of the receiving order. It is clear, therefore, that, even if otherwise calculated upon the same basis, there would be a difference between the amount of the proof for interest and the amount of the rebate upon the principal of the amount of interest between the date of the receiving order and the date of the declaration of the dividend. Why the latter date should have been enacted in rule 21 instead of the former it is difficult to say, except that the present rule is an adoption of the latter part of rule 77 of the Bankruptcy Rules, 1870, and it is the framers of those rules who are responsible in the first instance. This being so, however, a further anomaly arises when a subsequent dividend comes to be declared, inasmuch as the rebate becomes less as time proceeds, and accordingly subsequent dividends would be calculated upon a larger amount than the first one, whereas the proof for the value of the liability for future interest would always remain the same. Then, further, the method or basis of calculating the liability for future interest under section 37 is not the same as that provided for calculating the rebate to be made under rule 21, although we fail to see any reason why the difference should exist. Under section 37 the present value of an annuity for the term over which the interest would extend, calculated according to actuarial tables, would be the amount for which proof could be made. This obviously would be considerably less than the full amount of the interest payable, whereas under rule 21 the rebate would seem to be required to be made at the full rate of five per centum per annum. Therefore, in the case of a debt payable without interest, say five years after the declaration of the dividend, the proof would be subject to a rebate of twenty-five per cent., whereas if calculated upon the same basis as future interest under section 37 the rebate would only be about twenty-three

per cent. The difference is not great, still it *is* a difference, but when we come to calculate the difference in respect of a debt payable twenty years after the declaration of a dividend we see the anomaly of the rule, for under rule 21 the rebate would, in that case, amount to as much as the debt, whereas the present value of such a debt would, according to actuarial tables upon the basis of five per cent. per annum, amount to over thirty-five per cent. Such an extreme case is not, however, likely ever to arise in actual experience, so that, anomalous as the rule is, so far as its practical effect is concerned, there is not much to be complained of.

REVIEWS.

BOOKS RECEIVED.

The Justice's Notebook. Containing the Jurisdiction and Duties of Justices and an Epitome of Criminal Law. By the late W. KNOX WIGRAM, J.P. Sixth Edition, by ARCHIBALD HENRY BODKIN, Barrister-at-Law. Stevens & Sons (Limited).

A Practical Treatise on the Law of Trusts. By the late THOMAS LEWIN. Ninth Edition, by CECIL C. M. DALE, Barrister-at-Law. Sweet & Maxwell (Limited).

The Law and Practice of the Court of Record for the Hundred of Salford in the County of Lancaster. With an appendix containing the Salford Hundred Court of Record Act, 1868, and the Rules of the Court. By J. HARVEY SIMPSON, Solicitor. Manchester: Meredith, Ray, & Littler.

CORRESPONDENCE.

DEPOSIT ON INTERROGATORIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A case occurred in our experience in the course of the last few days which we think may be of interest to the profession. In an action of *Jackson* v. *Mowlem* the plaintiff claimed damages in respect of injuries alleged to have been received in consequence of the negligence of contractors engaged in street repairs. The plaintiff desired to deliver interrogatories, and applied to the master for leave to dispense with the usual deposit, and made an affidavit in support of such application, stating that he had lost his work through the injuries which were the subject of the action, that he was entirely without means, and had no property of any kind. On this affidavit the master made an order dispensing with the usual deposit.

We, on behalf of the defendants, appealed to the judge in chambers (Henn Collins, J.) and the following cases were referred to:—on the part of the plaintiff, *Newman* v. *London and South-Western Railway* (24 Q. B. D. 454) and *Aste* v. *Stumore* (13 Q. B. D. 326); on behalf of the defendants, *Cooke* v. *Smith* (1891, 1 Ch. 519), and *Webb* v. *Webb* (89 L. T. J. 81).

We called his lordship's special attention to the fact that the plaintiff was not suing *in formâ pauperis*, and he ultimately reversed the order of the master and directed that the usual deposit should be made if interrogatories were delivered. MACKRELL, MATON, & GODLEE.

21, Cannon-street, London, Jan. 18.

RECENT SCANDALS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There can be no doubt of the grievous harm which recent *causes célèbres* have done to our profession, and if—as is always, but probably untruly, stated—the responsibility rests with us, it is undoubtedly the duty of the Incorporated Law Society to take some action in the matter. The responsibility in the *Osborne case* seems to be put on the right person; and how great service would be rendered to our profession if it were conclusively shewn—as is I believe the case—that the responsibility in the *Russell case* does not rest with the solicitor. This service the Council of the Incorporated Law Society can no doubt add to the already great debt of gratitude we solicitors owe to it. H. H. HOOD BARRS.

12, Clement's-inn, Strand, London, W.C., January 15.

The deaths are announced, on the 19th of January, at Copse Hill, Wimbledon, in his sixty-first year, after a short illness, of Mr. Alfred Markby (of the firm of Markby, Wilde, & Johnson), of 9, New-square, Lincoln's-inn; also, on the 19th inst., at Brooke House, West Malling, Kent, of Mr. Silas Norton, solicitor, in his ninetieth year. Mr. Norton was admitted in 1824.

CASES OF THE WEEK.

Lunacy.

Re L—— —No. 2, 19th January.

LUNACY—VESTING ORDER—NUMBER OF TRUSTEES THEREBY DIMINISHED—LUNACY ACT, 1890 (53 VICT. c. 5), s. 135.

This was an application for a vesting order under the 135th section of the Lunacy Act, 1890, to vest a trust estate in three of four trustees, in consequence of one of them being a person of unsound mind so found by inquisition. By his will, dated the 16th of April, 1878, a testator devised and bequeathed all his real and personal estate to four persons upon certain trusts as therein mentioned for the benefit of his wife and children. He died on the 24th of March, 1879, and his will was proved in the principal registry on the 5th of April following. By inquisition held on the 27th of January, 1891, one of the four trustees was found a person of unsound mind so that he was not sufficient for the management of himself and his affairs. The trust property consisted of certain moneys secured on mortgage, stocks, bonds, and policies of assurance, and it was proposed that it, together with the right to transfer, recover, and receive the same, should vest in the other three trustees.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) made the order, considering that, although the number of trustees would be thereby diminished, yet the terms of the 135th section of the Act were very wide, and that, having regard to the state of the law previously to its being passed, there was jurisdiction to do so.—COUNSEL, *Dundas Gardiner*. SOLICITOR, *H. Montagu*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

Court of Appeal.

CROSS AND OTHERS *v.* **FISHER AND OTHERS**—No. 1, 14th, 15th, and 16th January.

BUILDING SOCIETY—BORROWING IN EXCESS OF PRESCRIBED LIMITS—PERSONAL LIABILITY OF DIRECTORS—FRAUD OF SECRETARY—BUILDING SOCIETIES ACT, 1874 (37 & 38 VICT. c. 42), s. 43.

The plaintiffs in this action were persons who had deposited money on loan with the Hull and Holderness Conservative Building Society, and the defendants were one of the trustees of the society and nine persons who were directors of the society when the deposits were made. The plaintiffs alleged that the deposits in question were in excess of the limits prescribed by the Building Societies Act, 1874, and sought to make the defendants personally liable for the amount so deposited under section 43 of that Act. The society was established in 1875 for the ordinary purposes of a building society, and was registered under the Act of 1874. Rule 12 of the society's rules provided as follows:—"The society shall be governed by a board of directors, not more than fifteen in number, with three trustees, who shall be *ex-officio* members of the board"; and then, after certain provisions as to what number should constitute a *quorum*, and as to the qualification of directors, and as to their retirement, the rule continued:—"The board shall have full power and absolute discretion to direct the affairs of the society, subject only to the rules thereof for the time being." The rule as to borrowing powers (rule 7) is as follows:—"The board shall have power to borrow such sums of money as shall from time to time be required for the purposes of the society from the bankers of the society, or from any person or persons or bodies corporate, and give receipts for the same; such receipts shall be issued in the name of the society, and shall be signed by two of the directors and countersigned by the secretary. The interest agreed to be paid shall not in any case exceed five per cent. The whole of the moneys so received on deposit or loan shall not at any time exceed two-thirds of the amount for the time being secured to the society by mortgages from its members." By rule 14 the trustees were entitled to attend and vote at all meetings of the board on all questions except those relating to their own conduct, and they were to be *ex-officio* members of the board. By rule 17 one Collison was appointed secretary of the society, and various directions were given as to the performance of his duties. By a resolution passed by the society on the 19th of February, 1875, it was determined that all applications for deposits exceeding £50 should be referred to the board before acceptance, but deposits not exceeding £50 were to be accepted by the secretary and treasurer. As a matter of fact, however, deposits of sums far exceeding £50 were constantly made without any reference to the board. From the year 1877 onwards advertisements were from time to time inserted in local newspapers, and placards were placed in shops to the following effect:—"The directors of this society are prepared to receive deposits in sums of £5 and upwards at five per cent. interest payable quarterly; for particulars apply to (among others) Mr. Robert Collison, secretary, 5, County-buildings, Hull." The course of business with reference to deposits was this:—Collison was furnished with a receipt book—a book containing forms of receipt with counterfoils—and the receipts were in this form: "Received of the sum of £ on deposit with the Hull and Holderness Conservative Benefit Building Society, for which an official certificate will be issued." After issuing such provisional receipt Collison used to prepare a formal certificate, and having obtained the signatures of two of the directors thereto he countersigned it himself. The formal certificate was as follows:—"Received of the sum of £ as a deposit at five per cent. per annum interest repayable at one month's notice." Under these circumstances Collison committed a series of frauds during a period extending over more than ten years. His plan was as follows:—When a deposit was made, he gave the depositor a receipt for the full amount of the deposit, but he inserted in the counterfoil a smaller sum. He then

prepared the official certificate, which he took to two directors for the purpose of obtaining their signatures, and having countersigned it himself he sent it to the depositor, inserting in the counterfoil a smaller sum to correspond with the counterfoil in the receipt book. From the counterfoil in which the smaller sum was entered the sum there appearing passed into the cash book of the society, and from that cash book and the other books the balance-sheet was prepared by Collison each year. He used from time to time to pay the depositors interest on the full amounts deposited out of his own moneys; the books of the society only shewed payment of interest on the smaller sums, except in a few cases in which he appeared to have entered payment of interest on the full amount deposited. The directors were kept in complete ignorance of these fraudulent dealings. In 1887 Collison committed suicide, when it was discovered that he had misappropriated between £18,000 and £19,000. An order was made for the winding up of the society, but in the winding-up proceedings the claims of the present plaintiffs were disallowed, as it appeared that their moneys had been advanced after the borrowing powers of the society had been exhausted, though the sums which were shewn in the books of the society as having been deposited were not in excess of the borrowing powers. Section 43 of the Building Societies Act, 1874, under which the plaintiffs now sought to make the defendants liable, provides as follows:—"If any society under this Act receives loans or deposits in excess of the limits prescribed by this Act, the directors or committee of management of such society receiving such loans or deposits on its behalf shall be personally liable for the amounts so received in excess." At the trial, which took place before Mathew, J., without a jury, it appeared that the defendant Fisher, who was one of the trustees, had only been present at one meeting at which the question of deposits came up for discussion, and he had never signed any of the certificates. Some of the other defendants also had never signed any of the certificates. Mathew, J., held that there was no distinction to be drawn between those who signed and those who did not sign, and he gave judgment against all the defendants. Each of the defendants appealed. It was argued, on behalf of the defendant Fisher, that he, being merely a trustee, was not a director within the meaning of section 43; and on behalf of all the defendants it was contended that it would have been impossible by any examination of the books of the society to discover that the borrowing powers had been exhausted; and, further, that there had been no receipt of the deposits in question by the society within the meaning of the section. It was also contended, on behalf of those defendants who did not sign any certificates, that only those who had been parties to, or who had authorized, any particular loan could be made liable. For the plaintiffs it was argued that this case was exactly the sort of case to which the section was intended to apply, and that the learned judge had rightly come to the conclusion that all the defendants had authorized a course of business which placed the whole management in the hands of Collison.

THE COURT (Lord HALSBURY, C., Lord ESHER, M.R., and FRY, L.J.) dismissed the appeal.

Lord HALSBURY, C., said he was prepared to decide the case on the construction of section 43 of the Building Societies Act, 1874. That section assumed that a society had in fact received, though incapable in law of receiving, deposits in excess of the prescribed limits; and it made the members of the governing body liable for the money so received. He read the words "directors or committee of management" as used alternatively, some societies being governed by a board of directors and others by a committee of management. It had been contended that responsibility ought to be confined to those directors who had actually received deposits in excess of the borrowing powers. But in the first place this would make the section inoperative, inasmuch as directors never did themselves personally receive deposits, but only through some agent; and in the second place there were no words in the section limiting the liability to those directors who had actually received the loans. The object of the section was to make all the members of the governing body liable for a breach of duty of which they as the governing body had been guilty. In this view no distinction was to be drawn between the different defendants. In his opinion all the defendants were liable.

Lord ESHER, M.R., and FRY, L.J., concurred.—COUNSEL, *J. Lawson Walton*, Q.C., and *E. F. Silvester*; *Rigby*, Q.C., *Cyril Dodd*, Q.C., and *H. Sutton*; *Asquith*, Q.C., and *R. Cunningham Glen*; *H. T. Kemp*; *Sir H. Davey*, Q.C., and *Scott Fox*; *C. M. Atkinson*; *Montague Lush*. SOLICITORS, *Rollit & Son*, for *Laverack & Son*, Hull; *Bell, Brodrick, & Gray*, for *J. T. & H. Woodhouse*, Hull; *J. W. Sykes*, for *Chatham & Sons*, Hull; *J. W. Sykes*, for *T. B. Redfearn*, Hull; *Oldman & Clabburn*, for *T. Stephenson*, Hull; *Bell, Brodrick, & Gray*, for *Reed, Winter, & Henson*, Hull; *Collyer-Bristow, Russell, & Hill*, for *Stamp, Jackson, & Birks*, Hull.

[Reported by F. G. RUCKER, Barrister-at-Law.]

ALCOCK *v.* **SMITH**—No. 2, 15th January.

BILL OF EXCHANGE—CONFLICT OF LAWS—INLAND BILL INDORSED IN FOREIGN COUNTRY—BILL SOLD AFTER MATURITY, UNDER JUDICIAL PROCEEDINGS IN FOREIGN COUNTRY—PURCHASER'S TITLE VALID BY LAW OF FOREIGN COUNTRY—BILLS OF EXCHANGE ACT, 1882, ss. 29, 36 (2), 72 (2).

Appeal from the decision of Romer, J. An inland bill of exchange, drawn, accepted, and payable in England by English firms, was made payable to Andreesen & Co., a Norwegian firm, and was specially indorsed by them to Meyer, who, for valuable consideration, indorsed it in blank, and handed it in Norway to Schiender, as agent for Arthur Alcock and J. F. Alcock & Co., in which latter firm Arthur Alcock and J. F. Alcock were partners. A judgment had been obtained in Norway against J. F. Alcock alone, and the bill (being still current), while in the hands of Schiender, was, by an order of the Norwegian court, seized in Norway in execution of this judgment. The bill was subsequently, on the 6th of May, 1890, sold under an order of the Norwegian court (after it was overdue) by public auction, and was purchased by Meyer, who sold it to the firm of Kopmann's Bank. Kopmann's Bank bought the bill without actual notice of any infirmity of title, and, according to Norwegian law, which, unlike English law, does not affect the purchaser of an overdue bill with notice of any equities attaching thereto, acquired a good title to the bill as *bonâ fide* holders for value. Kopmann's Bank sent the bill for collection to their English agents, the National Bank of Scotland. Arthur Alcock and J. F. Alcock & Co. then brought this action on the bill in England against the English acceptor and Kopmann's Bank, and obtained an *ex parte* injunction restraining the National Bank of Scotland from parting with the bill; by arrangement, however, the amount of the bill was paid to the National Bank, and by them paid into court, and the acceptor and the National Bank were then dismissed from the action, Kopmann's Bank remaining the sole defendants. At the trial of the action Romer, J., held that the defendants Kopmann's Bank were entitled to be paid, and to hold for themselves, the amount of the bill, notwithstanding any equities in favour of the plaintiffs which, if the bill had been transferred in England after it was overdue, would have attached by English law. The plaintiffs appealed.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that it was proved that by the law of Norway the judicial sale of the 6th of May, 1890, conferred a good title to the bill of exchange upon the purchaser, and, further, that a person purchasing an overdue bill was not affected by any equities attaching to it. Kopmann's Bank having become the holders for value, the question was whether or not they were entitled to recover and hold for their own benefit the amount of the bill. Mr. Haldane and Mr. Farwell had contended that Kopmann's Bank took subject to all equities affecting the bill, and they even put their case so high as this, that Kopmann's Bank could not maintain an action on the bill against the acceptors. That argument was based upon sections 29 and 36 of the Bills of Exchange Act, 1882; but in applying those sections it was impossible to ignore the fact that the bill was acquired by Kopmann's Bank under a judicial sale in Norway; and, bearing that in mind, Kopmann's Bank would be at least entitled to sue on it as against the acceptors. Section 72, sub-section 2, of the Bills of Exchange Act enacted that, "subject to the provisions of this Act, the interpretation of the drawing, indorsement, acceptance, or acceptance *supra* protest of a bill is determined by the law of the place where such contract is made. Provided that where an inland bill is indorsed in a foreign country the indorsement shall, as regards the payer, be interpreted according to the law of the United Kingdom." But in this case there was nothing to be interpreted with regard to the indorsement. Then section 36 (2) enacted that "where an overdue bill is negotiated it can only be negotiated subject to any defect of title affecting it at its maturity, and thenceforward no person who takes it can acquire or give a better title than that which the person from whom he took it had." But Meyer got the bill under the judicial sale, and there was no defect of title at all. It could not be said that Meyer acquired the bill by unlawful means, having regard to the judicial proceedings in Norway, which this court could not ignore. Kopmann's Bank, who claimed under Meyer, had, therefore, a good title to this bill, and to the money under it. Then, were there any equitable grounds for depriving Kopmann's Bank of their title? It was said that the judicial sale of this bill was subject to the claim of Arthur Alcock, as one of the partners in J. F. Alcock & Co., to eight-elevenths of the money recoverable on the bill. But how could that be an equity affecting a bill indorsed in blank and negotiable and transferable to bearer? The judicial officer in Norway, when he sold the bill, sold not merely the piece of paper, but the benefit of the contract which that paper represented. It was said that the holder of the bill must be the lawful holder according to the law of England, but the law of England did not, and could not, ignore the circumstances under which Meyer had acquired the bill in Norway, and the mode in which Kopmann's Bank had acquired it from Meyer. The answer to the claim, whichever way it was put, was that there was no defect in Meyer's title.

LOPES and KAY, L.JJ., concurred.—COUNSEL, *Haldane*, Q.C., and *Farwell*, Q.C.; *Kennedy*, Q.C., and *Daniel Jones*. SOLICITORS, *Stokes, Saunders, & Stokes*; *Murray, Hutchins, & Stirling*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

PHILLIPS *v.* **HOMFRAY**—No. 2, 16th January.

INTEREST—MINERALS WRONGFULLY TAKEN—DECREE FOR VALUE OF MINERALS—NATURE OF ACTION—INTEREST CLAIMED ON FURTHER CONSIDERATION OF ACTION, ON CERTIFIED VALUE OF MINERALS—3 & 4 WILL. 4, c. 42, ss. 28, 29.

Appeal from the decision of Stirling, J. (reported 44 Ch. D. 694). By a decree made in June, 1871, in the suit of *Phillips* v. *Homfray* (L. R. 6 Ch. App. 770) the defendants Fothergill and Homfray and the estate of the then deceased defendant Forman were declared answerable to the plaintiffs for all coal abstracted by the defendants from under the plaintiffs' land, and an inquiry (No. 1) was directed as to what quantity of coal had been so abstracted, and that its market value should be certified. While this inquiry was pending the defendants Fothergill and Homfray both died, and the suit was revived against their executors. On December 2, 1889, the official referee certified, on inquiry No. 1, that the market value of the coal abstracted by the original defendants was £9,028 6s. The suit then came on for hearing on further consideration, when the plaintiffs claimed interest at 5 per cent. on that sum, on the ground (*inter alia*) that damages in the nature of interest over and above the value of the goods at the time of conversion and seizure might, under 3 & 4 Will. 4, c. 42, s. 29, be given in all actions of trover or trespass *de bonis asportatis*.

Stirling, J., held that the action was not an action either of trover or trespass, and dismissed the plaintiffs' claim. The plaintiffs appealed.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.), without calling on the respondents' counsel, dismissed the appeal.

LINDLEY, L.J., said that the form of the original decree shewed conclusively that the action was not treated as an action of trover or trespass to which the maxim *actio personalis moritur cum persona* would have applied, but the decree proceeded on the theory of the action being one for an account in equity of the profit which the defendants then living and the estate of the defendant then deceased had made, at the expense of the plaintiffs, by what the defendants had done, and the action was in its nature like the actions brought in the old cases of *Bishop of Winchester* v. *Knight* (1 P. Wms. 406) and *Duke of Leeds* v. *Amherst* (14 Sim. 357). So when the defendants Fothergill and Homfray died, the action was rightly revived against their executors. The plaintiffs, therefore, could not bring their claim for interest within section 29 of the 3 & 4 Will. 4, c. 42, the action not being one of trespass or trover. Neither was the action one for money had and received by the defendants, and, even if it were, the plaintiffs had admitted that the conditions of section 28 of the same Act had not been complied with, so that the plaintiffs' claim for interest could not in any way be brought within that statute. His lordship, however, was not prepared to say, having regard to the cases of *Garth* v. *Cotton* (1 Ves. 524, 546), *Winchester* v. *Knight*, and *Duke of Leeds* v. *Amherst*, and the principles on which those cases went, that it would have been wrong if the original decree had directed interest to be paid to the plaintiffs by the defendants. But the decree, which was made so long ago as 1871, contained no such direction; and until now no application for any direction as to interest, under inquiry No. 1, had been made by the plaintiffs. His lordship agreed with the observations of Stirling, J., in the court below (44 Ch. D., at p. 701), that it was now too late for the plaintiffs, after the lapse of nearly twenty-one years from the date of the decree, to ask to have that decree treated as if a direction for the payment of interest had been inserted in it.

LOPES and KAY, L.JJ., concurred.—COUNSEL, *Graham Hastings*, Q.C., and *F. T. Procter*; *Rigby*, Q.C., and *Sangster Green*; *Buckley*, Q.C., and *Osler*. SOLICITORS, *Ullithorne, Currey, & Villiers*, for *Simons & Plews*, Merthyr Tydfil; *T. W. Denby*; *Field, Roscoe, & Co.*

[Reported by M. J. BLAKE, Barrister-at-Law.]

HALL *v.* **HALL**—No. 2, 19th January.

WILL—CONSTRUCTION—"EFFECTS"—"DEVISE"—"PROPERTY"—"TO BE DIVIDED"—INTENTION TO PASS REALTY.

This was an appeal by the defendant T. E. Hall from the decision of Fry, L.J. (sitting as a judge of the Chancery Division), reported 35 SOLICITORS' JOURNAL, 695, 40 W. R. 138; 1891, 3 Ch. 389. The question was whether real estate passed under a will containing the following terms of gift:—"I give, devise, and bequeath unto my dear wife, Ann Hall, for her own absolute use and benefit, free from the control of any future husband, all my furniture, goods, chattels, and effects that I may be possessed of at the time of my decease, whatsoever the same may be or wheresoever the same may be situate, and I authorize my wife, Ann Hall, to raise any money that may be necessary, and to collect all amounts that may be due to me at the time of my decease, and request her to pay, as soon as may be convenient after my decease, all my just debts and funeral expenses; and I give, devise, and bequeath after the death of my said wife, Ann Hall, to be equally divided amongst three of my children, if they should be living at the time of the decease of my said wife, Ann Hall, namely, Olive Helena Hall, George Ellerson Hall, and Cecil Septimus Hall, until they shall attain the age of twenty-one years, for their sole and separate use, the furniture and moneys, or any property which my said wife may have become entitled to through this my will, or through any other source, for their sole and separate use, and after my said children O. H. Hall, G. E. Hall, and C. S. Hall have attained the age of twenty-one years, the furniture, goods, chattels, and effects, whatsoever the same may be or wheresoever it may be situated, and any moneys my said wife, Ann Hall, may be entitled to at the time of my decease, to be equally divided amongst my six children, namely, O. H. Hall, G. E. Hall, C. S. Hall, Thomas Ellerson Hall, John Henry Hall, and Alfred Ellerson Hall, that is to say, after the three first-named children have attained the age of twenty-one years. I hereby declare this document to be my last will and testament, and I appoint my said wife, Ann Hall, sole executrix of this my will." Fry, L.J., had held that an intention was shewn to dispose of real estate. From this decision the eldest son and heir-at-law appealed.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) dismissed the appeal.

LINDLEY, L.J.—We need not trouble counsel for the respondent. This is a will on which different minds might put different constructions, but to my mind it is clear. What was the state of affairs under which the will was made? The testator was entitled to certain property, chiefly copyhold. He was a married man, with six children. There is no expression in his will to make any exception of anyone, and he gives all he had to his wife and children. It is obvious that the document was not drawn up by a lawyer. "I give, devise, and bequeath unto my dear wife, Ann Hall, for her own absolute use and benefit, free from the control of any future husband, all my furniture, goods, chattels, and effects that I may be possessed of at the time of my decease, whatsoever the same may be or wheresoever the same may be situate." There is no distinct reference in the word "devise" here to real estate, and "wheresoever the same may be situate" is not a very apt expression to relate to personal estate. "I authorize my wife, Ann Hall, to raise any money that may be necessary, and to collect all amounts that may be due to me at the time of my decease, and request her to pay, as soon as may be convenient after my decease, all my just debts and funeral expenses." This is enough to charge the real estate, and to give the wife power to sell the real estate for payment of debts. "I give, devise, and bequeath after the death of my said wife, Ann Hall, to be equally divided amongst three of my children, if they should be living at the time of the decease of my said wife . . . , until they shall attain the age of twenty-one years, for their sole and separate use, the furniture and moneys, or any property which my said wife may have become entitled to through this my will, or through any other source, for their sole and separate use." Here I am struck by the use of the word "property"; it is clearly general, whatever the effect of giving away his wife's property may be. "And after my said children have attained the age of twenty-one years, the furniture, goods, chattels, and effects, whatsoever the same may be or wheresoever it may be situated, and any moneys my said wife may be entitled to at the time of my decease, to be equally divided amongst my six children." Now, lawyer or no lawyer, is it possible to miss seeing that the testator meant to dispose of *all* he had to dispose of? To my mind it is obvious. But it is said that we cannot hold this because of the authorities. There are three cases in question—*Camfield* v. *Gilbert* (3 East, 516), *Doe* v. *Earles* (15 M. & W. 450), and *Doe* v. *Dring* (2 M. & S. 448). In *Camfield* v. *Gilbert* the real estate was not any the testator had ever enjoyed. And so in the other two cases. In *Doe* v. *Earles* the real estate was in remainder. In *Doe* v. *Dring* it was reversionary. Can we say that any of these cases drive us against the intention shewn by the whole will? There is nothing which ought to make us oppose that intention.

LOPES, L.J.—I concur. I do not care much for authority when we are dealing with this will. I can add nothing to what has been said.

KAY, L.J.—In this case there is an accumulation of things which shew me that *all* the testator's property was intended to pass. Speaking generally, suppose in any case we have an accumulation of ten circumstances; it may be that nine of them, independently, would not be sufficient to cause a particular effect, but that is not saying that the ten would not be. A year before the testator made his will he came into possession of real property under his father's will. A year after coming into possession he makes his will. Would he be likely to forget that real property? The will was not made by a lawyer. The word "personal" is never used anywhere. The objects of his bounty are his family generally, which is the strongest evidence of all to my mind. Twice he uses the expression "wheresoever situate," an expression applicable to realty, but very inapt for personalty. Then there is the word "property," which is much larger than what he had said before. All these and other things together indicate that he meant to pass all he had. As to the words "to be divided," it is urged that they are against the view that he meant to pass realty. But that is as common an expression as can be. Adding all these small indications together, I think the cumulative force of them is to pass the realty.—COUNSEL, *Haldane*, Q.C., and *Bramwell Davis*; *Cozens-Hardy*, Q.C., and *E. Ford*. SOLICITORS, *S. S. Seal*; *Arthur E. Eves*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

High Court—Chancery Division.

Re **RICHERSON, SCALES** *v.* **HEYHOE**—Chitty, J., 9th and 10th December; 13th and 14th January.

CONVERSION—LAND DEVISED IN TRUST FOR SALE—PARTIAL FAILURE OF TRUSTS—INTESTACY—RESULTING TRUST—REAL AND PERSONAL ESTATE—RECONVERSION.

This case dealt with the question of conversion in its effect on the rights *inter se* of the real and personal representatives of an heir who had taken realty or its proceeds by way of resulting trust, on a partial failure of the objects of conversion. The real estate was devised on trust for sale and conversion into personalty to be held on trusts some of which ultimately failed at the time of distribution in 1890. It was admitted that there was a resulting trust for the heir of the testator, but, such heir having died in 1872 intestate, the question arose as to how the property subsequently devolved—*i.e.*, whether it devolved as real or personal estate. Sales of the real estate had been made from time to time under the trust for sale, and as to the proceeds of these sales it was not disputed that the legal personal representative of the heir took. The heir of the heir, however, contended that he was entitled to all real estate unsold at the time of failure. The question, therefore, was simply whether, when a man takes property by way of resulting trust owing to a partial failure of the objects of conversion, he takes it as he finds it—*i.e.*, in its actual condition of realty or personalty—or as he ought to find it—*i.e.*, in the state into which the testator has, in the event, directed it to be converted.

CHITTY, J., held that, this being a case of partial failure, the conversion had taken effect, and that the property resulted in its converted state to the heir, no matter what its actual condition was at the time of the resulting trust taking effect. The legal personal representative of the heir was therefore entitled to the unsold realty as well as to the proceeds of sales. *Curteis* v. *Wormald* (27 W. R. 419, 10 Ch. D. 172) was discussed.—COUNSEL, *Levett*, Q.C., and *Sargant*; *Farwell*, Q.C., and *Kenyon Parker*. SOLICITORS, *Morgan, Price, & Meweburn*; *E. Robinson*, for *Gregson & Robinson*, Watton, Norfolk.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

Re **NEATH AND BRECON RAILWAY CO.**—North, J., 16th January.

COMPANY—PETITION—SCHEME OF ARRANGEMENT—CONFIRMATION OF—STATUTORY ASSENTS—RAILWAY COMPANIES ACT, 1867 (30 & 31 VICT. c. 127), ss. 12, 15, 17.

This was a petition for the confirmation by the court, under the Railway Companies Act, 1867, of a scheme of arrangement between the

above-named company and its creditors. The company was originally incorporated in 1862, its name being then the Dulas Valley Mineral Railway Co. Since that time it had obtained several Acts of Parliament, authorizing, *inter alia*, a change of name to the present one, and an increase of its capital. Nearly all the authorized capital had been issued, and consisted of various classes of debenture stocks, preference shares, and ordinary shares. The proposed scheme had received the necessary assents of the various classes of stockholders and shareholders who were affected by it, with the exception of the preference shareholders. The 12th section of the Act 30 & 31 Vict. c. 127, under which the petition was presented, enacts that "the scheme shall be deemed to be assented to by the guaranteed or preference shareholders of the company when it is assented to in writing by three-fourths in value" of such shareholders, and the 15th section provides that "the assent to the scheme of . . . any class of guaranteed or preference shareholders . . . shall not be requisite in case the scheme does not prejudicially affect any right or interest of such class." The total amount of preference shares was £122,800, held by forty-two persons, and the company had received assents from thirty-two of them, holding together £75,980 of such shares; so that, though more than three-fourths in number had assented, they were less than three-fourths in value, as required by the Act; the remaining ten preference shareholders had expressed neither assent nor dissent otherwise than by omitting to assent. Affidavits of the chairman and secretary of the company were filed to the effect that the rights and interests of the preference shareholders would not be prejudicially affected by the proposed scheme being carried into effect, but, on the contrary, would be benefited thereby. It was urged in support of the petition that upon this evidence the 15th section of the Act applied, and the court might dispense with further assent and confirm the scheme.

North, J.: In my opinion the proposed scheme is on the whole beneficial, and I should have been inclined to confirm it but for this one class of shareholders who have not assented in sufficient proportion of value. It is admitted that they have only assented to the extent of something under two-thirds in value of the total amount of the shares, while holders of more than one-fourth in value are neutral. It is evident, then, that the 12th section of the Act, which requires the assent of three-fourths in value, has not been complied with. Before I can confirm the scheme under the 17th section, I must see that the Act, in the matter of assents, has been complied with. But then it is urged that the full complement of assents may be dispensed with here, for (it is said) no right or interest of the preference shareholders is prejudicially affected by the proposed scheme, and the 15th section says that "the assent of any class shall not be requisite in case the scheme does not prejudicially affect any right or interest of such class." Now, is any right or interest of the preference shareholder affected? It is not disputed that certain of their interests are affected, but it is contended that, on the whole, they are not prejudicially affected, indeed that they would be in a better position if the scheme were carried out than they now are. That may be so, and I think that, on the whole, it is so; but they are to be the judges of that themselves, otherwise I do not see why their assent should be required at all. I think that, if a class is affected at all, it is to be consulted; and here it cannot be said that those who have not assented are not at all affected, though it may be not, on the whole, prejudicially affected. In a similar case Malins, V.C., considered that the absence of certain parties, as those here affected, could not be treated as an assent of those parties. I think it better that I should express my opinion in favour of the scheme generally, but under the circumstances I decline to sanction it in the absence of the statutory proportion of assents.—Counsel, *Cozens-Hardy*, Q.C., and *J. H. Redman*; *Everitt*, Q.C. Solicitors, *Dean & Taylor*; *Tibbetts & Ticknor*.

[Reported by Arthur Lawrence, Barrister-at-Law.]

Re **WALKER (Deceased), SHEFFIELD BANKING CO.** *v.* **CLAYTON**—Stirling, J., 14th January.

Principal and Surety—Debtor and Creditor—Collateral Security given by Debtor to Surety.

This was the further consideration of an administration action, in which a question arose whether a creditor, who has accepted a guarantee from a surety for the payment of the debt by the debtor, is entitled to the benefit of securities given to the surety by the principal debtor by way of collateral security. It arose under the following circumstances. A firm of Spencer Bros., having an overdrawn banking account with the plaintiff company, obtained a guarantee from the testator, Hugh Walker, for the repayment to the bank of all moneys owing or to become owing by Spencer Bros. on current account or on any other account to the extent of £2,000. This guarantee was executed on the 9th of September, 1887. The testator had previously given two guarantees for £1,000 each for the same firm to the London and Yorkshire Bank (Limited), and on the date of the said guarantees had received from Mrs. Agnes Spencer, wife of Arthur Spencer, one of the firm of Spencer Bros., a memorandum of deposit of title deeds, to be held by the testator as counter security. Spencer Bros. afterwards transferred their banking account to the plaintiff company, and the second guarantee as above stated was given. In May, 1889, Spencer Bros. went into bankruptcy; the testator died on the 4th of November, 1888, and as his estate was insufficient to discharge all his liabilities, including his guarantee to the plaintiffs, an administration order was made on the 25th of April, 1890, and the present claim was made. Counsel for the plaintiffs submitted that, on the authority of *Maure* v. *Harrison* (Eq. Cas. Abr. 93), the creditor was entitled to the benefit of all counter bonds or collateral security given by the principal to the surety. They also relied upon a *dictum* of Sir Wm. Grant in *Wright* v. *Morley* (11 Ves. 21) to the same effect; also *Mayor of Berwick* v. *Murray* (5 W. R. 208, 7 De G. M. & G. 503). Counsel for the executors of Hugh Walker contended that this supposed rule of law has never been acted upon or followed down to the present time, and was expressly disapproved of by Lord Eldon in *Ex parte Waring* (2 Rose, 182, 2 G. & J. 404): *Royal Bank of Scotland* v. *Commercial Bank of Scotland* (31 W. R. 49, L. R. 7 App. Cas. 366).

Stirling, J., after searching the record in *Maure* v. *Harrison*, came to the conclusion that the rule of law as stated was not necessary, and could not have been necessary, for the decision of that case; it was a mere *dictum* which had never since been acted upon. The same remarks applied to *Wright* v. *Morley*, and Eldon, L.C., expressly disapproved of those *dicta* in *Ex parte Waring*. His lordship then held that the plaintiffs were not exclusively entitled to the benefit of the securities held by the defendants.—Counsel, *Hastings*, Q.C., and *Curtis Price*; *Buckley*, Q.C., and *Joyce*. Solicitors, *Pilgrim & Phillips*; *Few & Co.*, for *John James*, Wirksworth.

[Reported by W. S. Goddard, Barrister-at-Law.]

PINK *v.* **THE FEDERATION OF TRADES AND LABOUR UNIONS AND OTHERS**—Kekewich, J., 15th January.

Practice—Interference with Liberty of Trade—Interim Injunction—Form of.

This was a motion for an *interim* injunction to restrain the defendants from issuing a circular relating to the business of the plaintiffs, and libelling them in connection with their business, or any other circular calculated to prejudice or injuriously affect the plaintiffs in their business. The defendants were the Federation of Trades and Labour Unions connected with the shipping, carrying, and other industries, and the persons described in the circular as the president, vice-president, treasurer, and general secretary of the federation. The circular, which was addressed to the secretaries of co-operative societies, stated that the plaintiffs had boycotted five lightermen because they were members of the trade union, and asked the secretaries to acquaint their members of the plaintiffs' conduct, and to discourage the purchase of their goods. The circular purported to be signed by Clem Edwards, the general secretary, and to be issued from the "registered" office of the federation. The plaintiffs denied that they had discharged any lightermen on the grounds alleged in the circular, and the persons described as the president, vice-president, and treasurer denied that they had been parties to or had authorized the issue of the circular. Clem Edwards, the general secretary, in his affidavit, admitted that the circular was entirely composed by him. He did not attempt to justify it, and was willing to submit to an injunction with regard to it. It was argued on his behalf that the injunction ought not to extend to future circulars. It did not appear that the federation had been incorporated.

Kekewich, J., said that he would not make an order against the president, vice-president, or treasurer personally. Their costs would be costs in the action. The question that remained was, What ought to be done against Edwards and the federation? The circular was unjustifiable. To issue such a circular was a gross interference with the liberty of trade. Accordingly he ought not to hesitate to grant an injunction against Edwards. Edwards had attempted to prevent the injunction going beyond the present circular. But the form of injunction asked was one which had been frequently adopted, and he thought he ought to adopt it here. The question then remained, Against whom ought the injunction to be directed? There was no evidence that the federation was incorporated. It appeared to have a registered office, and he would assume it was registered in some way. He was told that it could not appear in its corporate name, but it was here in the names of its officials, or some of them. If there was no such body as the federation, an injunction against it would, of course, be futile. If there was such a body, he thought he ought to restrain it from doing what, in his opinion, was wrong. Accordingly, there must be an injunction against the federation by name, restraining it from issuing the circular in question, or any other circular containing false or inaccurate statements in reference to the plaintiffs' business calculated to prejudice or injuriously affect them in their business, and the injunction must also go against the officials of the federation in the usual way. All its officers or agents, present and future, and its present secretary, the defendant Edwards, must be included in the injunction.—Counsel, *Warmington*, Q.C., and *E. Ford*; *Marten*, Q.C., and *C. W. Bardswell*; *T. B. Napier*. Solicitors, *Arkwell & Cockell*; *Sedgwick & Sharman*; *W. A. Bilney*.

[Reported by John Winkfield, Barrister-at-Law.]

High Court—Queen's Bench Division.

WOOD AND OTHERS *v.* **HEADINGLEY BURIAL BOARD**—14th and 15th January.

Burial-ground—Right of Incumbents to Fees—15 & 16 Vict. c. 85—43 & 44 Vict. c. 41 (Osborne Morgan's Act).

Special case stated for the opinion of the court without pleadings, pursuant to ord. 34, r. 1. The township of Headingley-cum-Burley, in the county of York, forms part of the ecclesiastical parish of Leeds, having separate overseers of the poor. Up to the year 1829 the township formed one parochial chapelry, of which the Church of St. Michael, Headingley, was the parochial chapel. That church had an ancient burial-ground, in which, from time immemorial, the remains of the inhabitants had been, and were of right entitled to be, buried. Certain fees were by custom paid to the incumbent in respect of such burials. Between the years 1829 and 1887, by various Orders in Council, certain portions of Headingley-cum-Burley were divided from the chapelry of St. Michael and formed into separate parishes. The plaintiff Wood is the incumbent of the

Church of St. Michael, and the other plaintiffs are the incumbents of the churches in the districts separated from the parish of St. Michael. In the year 1869 the defendant board was formed for the township of Headingley-cum-Burley, and a cemetery was provided out of the rates paid by the inhabitants of such parts of the various parishes and districts as were within the said township. The ancient burial-ground attached to the Church of St. Michael was closed in 1874. A part of the cemetery on which the defendants have erected a chapel has been consecrated, and another part, also with a chapel on it, remains unconsecrated. The defendants permitted in both parts of the cemetery the burial of the remains of the inhabitants of their district, and also of persons not resident within such district. Certain fees are charged by the defendants for the performance of the burial service. The defendants permitted these burials to take place without the permission of, or any notice to, any of the plaintiffs, and to be performed by persons other than the plaintiffs, some of such persons not being clerks in holy orders, in both the consecrated and unconsecrated portions of the cemetery, and without any notice being given, pursuant to 43 & 44 Vict. c. 41, s. 1, whereby the plaintiffs alleged they had been prevented from performing the burial service in such cases. No payments were made to the plaintiffs in respect of burial services except where they had actually performed the services. The action was brought for a declaration that the plaintiffs, or some of them, as incumbents of the several parishes or districts, were entitled to perform all burial services in the consecrated portion of the cemetery, and to receive the fees in respect thereof, and to recover damages for having been prevented from performing such services, and for an injunction restraining the defendants from interfering with the plaintiffs' said rights.

THE COURT (Lord COLERIDGE, C.J., and COLLINS, J.) delivered a declaratory judgment.

Lord COLERIDGE, C.J., said: A number of clergymen have brought an action by way of damages against the burial board of Headingley, which action has been converted into a special case. The plaintiffs ask for a declaration that they are entitled to certain rights, and an injunction restraining the defendants from interfering therewith. The township of Headingley has been divided into six or seven parishes, forming an area for which the defendant burial board has been created. The board have a cemetery which takes the place of a churchyard for these parishes. This cemetery is divided into two portions, one part of which is consecrated and the other unconsecrated. The difference in law between consecrated and unconsecrated ground is, that the former, having been dedicated for all time by a decree of an ecclesiastical court for certain purposes, the decrees of that court remain effective until, by another decree, the ground is made unconsecrated again. In this case questions only arise in respect of the consecrated portion of the cemetery, and it becomes material to consider 15 & 16 Vict. c. 85. Section 13 enables burial boards to be established, and to procure burial-grounds. Section 32 provides that "from and after the consecration of any burial-ground under the Act such burial-ground shall be deemed the burial-ground of the parish for which it is provided, and where it is provided for two or more parishes, it shall be in law as if such parishes were one, and the ground were its burial-ground; and every incumbent of the parish or parishes shall have the same rights for performing religious services in the consecrated portion of the ground in the burial of his parishioners, and shall be entitled to receive the same fees, which he has previously exercised or enjoyed before his own churchyard was closed." The right of property which a clergyman has in his churchyard, for convenience sake called a freehold, does not exist in the board's cemetery. The sacred rights of the incumbents remain, but the rights of property have been taken away. The Act requires the incumbent to perform the burial service and to receive the same fees as he would have done in his own churchyard. In the present case the defendant board have not given notice to the various incumbents of the intended burial in the cemetery of members of their various parishes. Consequently, if none of the plaintiffs were present, the board buried the people and, as the incumbents did not claim the fees or perform the service, the board have retained the fees. It is not correct to say that the board prevented the plaintiffs from performing the service, and the plaintiffs have no right of action against the board, unless it can be inferred from the statute that it is the duty of the board in each case to give notice to the incumbents that a funeral is about to take place. But no such provision is made by the statute, which must be taken to define all the rights which incumbents have in respect of burials in cemeteries, and therefore I think that it is not the duty of the board to give notice to incumbents of funerals, but that it is the duty of the plaintiffs to be present in order to earn their fees. That disposes of a large portion of the case. Another question is as to persons claiming burial in the consecrated part of the cemetery under Mr. Osborne Morgan's Act, which gives the right of burial in a churchyard without the service of the Church of England after notice has been given to the incumbent. It is said that such persons have been buried in the consecrated part of the cemetery without notice having been given to the incumbent, and that, therefore, the conditions of the Act have not been fulfilled. Whose duty is it to give notice to the incumbents? Clearly notice must be given by the person wishing to take advantage of the Act; it is not the duty of the board to do so. The third question arises in the case of persons being buried in the cemetery who, not being parishioners or dying in any of the parishes in the district, are not legally entitled to burial in the cemetery. It has been the universal practice of clergymen to permit the burial of such persons in their churchyards on special terms; though the practice is somewhat inconsistent with the clergyman's tenure of the churchyard, which is only co-equal with that of the parishioners, whose rights of sepulture might be infringed if the clergyman were to dispose of portions of the churchyard to non-parishioners. I do not think that the Act gives clergymen any rights in connection with the interment of non-parishioners in cemeteries. There are three points as to which the declaration of the court is asked. First, as to burials which have taken place in the consecrated portion of the cemetery, at which the service was conducted by clergymen not authorized by the plaintiffs, and in some cases by unqualified persons—that is, by persons not in holy orders. In both these cases the burial board have broken the ecclesiastical law. The only person entitled to read the burial service of the Church of England is the incumbent of the parish of which the deceased was a member, or some clergyman authorized by the incumbent. Speaking broadly, no clergyman can intrude into the parish of another and perform sacred rites without being guilty of an ecclesiastical offence. In *Johnson* v. *Friend* (6 Jur. N. S. 280, 8 W. R. Dig. 21) this was so held by Dr. Lushington. If this is true as to unauthorized clergymen, *à fortiori* it applies to unqualified persons. Secondly, as to the rights of the clergy *inter se*. I say that their rights must be regulated by the rights which the different persons to be interred would have in respect of each parish. Each of the plaintiffs is entitled to such fees as if he had a churchyard of his own. The plaintiffs must look to the burial board for payment of their fees.

COLLINS, J., concurred. Judgment accordingly.—COUNSEL, *Forbes*, Q.C., and *Yarborough Anderson*; *B. Deane*; *Channell*, Q.C., and *H. Manisty*. SOLICITORS, *Paterson, Snow, Bloxam, & Kinder*, for *Dibb & Co.*, Leeds; *Maudes & Tunnicliffe*, for *Butler & Middlebrook*, Leeds.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

TASSELL AND ANOTHER *v.* **HALLEN AND OTHERS**—13th January.

PRACTICE—WRIT—SERVICE OUT OF JURISDICTION ON ONE DEFENDANT—CONTRACT AFFECTING LAND, WHAT IS—XI., 1 (B) (G).

This was an appeal from the decision of Wright, J., at chambers, refusing to set aside, under ord. 12, r. 30, service of a writ out of the jurisdiction upon one of the defendants in the action who was domiciled in Scotland, leave having been obtained from Jeune, J., under ord. 11, rr. 1, 4. The action was brought to recover possession of certain hereditaments in Middlesex and for breaches of covenant to repair. The defendant appealing by the present motion was the assignee of a lease of the hereditaments in question, who had himself assigned. Leave having been given, he was, in fact, served with a writ twenty-four hours before service was made on the other defendants who were within the jurisdiction. It was contended by the appellant's counsel upon these facts that, masmuch as by the rule in question service out of the jurisdiction "may be allowed by the court or a judge whenever"—sub-section (*g*)—"any person out of the jurisdiction is a necessary or proper party to an action properly brought against some other person duly served within the jurisdiction"; there was no jurisdiction to make an order for service upon the appellant, the defendants within the jurisdiction not having been first duly served: *Yorkshire Tannery* v. *Eglinton* (33 W. R. 162, 54 L. J. Ch. 81). And that, whether or no the case fell within either of the other sub-sections, if sub-section (*g*) were not complied with the order for service was bad. It was further contended that as the action against the appellant, who had assigned, could only be for breach of covenant, the action was not grounded upon a contract "affecting" land or hereditaments so as to bring it within sub-section (*b*) of the rule, which reads: "Any act, deed, will, contract, obligation, or liability affecting lands or hereditaments situate within the jurisdiction is sought to be construed, rectified, set aside, or enforced in the action": *Agnew* v. *Usher* (39 SOLICITORS' JOURNAL, 130, 33 W. R. 126, 14 Q. B. D. 78). For the respondents it was argued that (1) the sub-sections being severally coupled by the word "or" a separate jurisdiction was given by each sub-section, and that (2) the case came within sub-section (*b*).

THE COURT (Lord COLERIDGE, C.J., and COLLINS, J.) dismissed the appeal.

Lord COLERIDGE, C.J.: Questions of service out of the jurisdiction must depend upon the words of the Act enabling it to be done. Here is a case in which the subject-matter of the action is a covenant in a deed to repair certain buildings on an estate in Middlesex. It is said the covenant has been broken. It relates to a building in Middlesex, and it is undoubtedly the subject-matter of an English action, but one of the defendants is domiciled in Scotland, and *primâ facie* therefore not within the jurisdiction of the English courts. There are, however, a number of sub-sections in which the Legislature has authorized service upon defendants out of the jurisdiction in separate instances. And it is to be observed that at the end of each of these sub-sections occurs the disjunctive "or," and finally sub-section (*g*). If we were to decide that the order for service was right under sub-section (*g*) we should be deciding against the decision in *Yorkshire Tannery* v. *Eglinton*, but although I am not prepared to say that it would not properly have been allowed under that sub-section, yet it is not necessary to decide that, because it appears to me clear that all the sub-sections are disjunctive, and if the present case is within any one of them, that jurisdiction arises. I am clearly of opinion that this is a liability affecting a hereditament within the jurisdiction, and, therefore, within sub-section (*b*). In *Agnew* v. *Usher* the action was a personal one, and that case does not conflict with *Kaye* v. *Sutherland* (20 Q. B. D. 147). There the judges held that damage for the breach of a tenant's right to compensation was within the section. There may be matters of tenant right which may not be capable of compensation in money, but an agreement to pay damages is a personal one. Damages for a breach may be greatly more than the tenant right, and are a separate matter.

COLLINS, J., concurred. "Enforced" must refer not merely to an action for specific performance, but also for breach of covenant.—COUNSEL, *W. E. Ball*; *A. G. McIntyre*. SOLICITORS, *Walker & Battiscombe*, for *Garrod*, Ledbury; *Pattersons & Sons*.

[Reported by J. P. MELLOR, Barrister-at-Law.]

BLOOD *v.* **ROBINSON**—12th January.

PRACTICE—SPECIALLY-INDORSED WRIT—CLAIM FOR RUNNING INTEREST—R. S. C., III., 6; XIV., 1.

In this case the plaintiff's claim was, on accounts stated, for money had and received by the defendants, for money lent, and for money due on a bill of exchange, summarized as follows:—

"1881 Nov. 25—To bill of exchange - - -	£500	0	0
1882 „ 30—To money had and received on sale of shares- - - -	387	10	0
„ Dec. 13—To money lent - - - -	300	0	0
	£1,187	10	0
Interest - - -	435	11	0
	£1,623	1	0

"The plaintiff claims further interest on £1,187 10s. of the above sum from date of writ until judgment." On the hearing of the plaintiff's summons under order 14 the master, following *Elliott* v. *Roberts* (*ante*, p. 92), gave unconditional leave to defend. The plaintiff appealed, and the judge in chambers varied the master's order by making the leave to defend conditional on payment into court by the defendant of the amount claimed. The defendant appealed from this order, on the ground that the writ was not specially indorsed. He cited *Elliott* v. *Roberts* (*supra*) as an authority for his contention that the claim for running interest vitiated the special indorsement, and that he was, therefore, entitled to unconditional leave to defend. At the same time he tendered a fresh affidavit of merits which was not before the judge in chambers.

THE COURT (LORD COLERIDGE, C.J., and CAVE, J.) allowed the appeal on the merits.

CAVE, J., said that the main point contested before the judge in chambers was as to whether the claim indorsed on the writ was or was not a special indorsement within ord. 3, r. 6, the contention of the defendant being that the added claim for running interest was an unliquidated claim and, therefore, took the case out of the operation of that rule, and consequently out of the scope of order 14. In support of this contention *Elliott* v. *Roberts* was cited. In his opinion, however, the indorsement of the writ in the present case was a special indorsement within ord. 3, r. 6. He agreed with the decision in *Elliott* v. *Roberts*, but that case was distinguished from the present one, because the claim in that case was for running interest at an altogether unusual rate, and no agreement was alleged to pay interest at such an unusual rate, nor was any information given to account for interest being claimed at that rate. The facts of the present case were not the same. An ordinary claim for running interest was added to the ordinary special indorsement for a liquidated sum and a comparison of the forms given in Appendix A, s. 2, of indorsements of claim where the writ was not specially indorsed, with those given in Appendix C, s. 4, where the writ was specially indorsed, shewed that no particularity was required by either the one or the other as regards any added claim for running interest. His lordship referred to the case of *Waite* v. *Power*, cited in the Annual Practice for 1892, p. 202, and held that, as the effect of the forms given in the appendix to the rules had been followed in the present case, the indorsement was within ord. 3, r. 6. Leave to defend given on the merits, and the appeal allowed, but without costs.—COUNSEL, *Fillan*. SOLICITORS, *H. M. R. Pike; Hatchett-Jones & Co.*

[We have been favoured with a report of the above case.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

In pursuance of the resolution passed at the adjourned annual general meeting, held July 15, 1881, to the effect that meetings of the society should be held in January and April, a special general meeting of the members of the society will be held in the hall of the society on **Friday**, the 29th inst., at two o'clock precisely, to consider the subjects hereinafter mentioned, and of which notice has been duly given:—

MIDDLESEX REGISTRY.

Mr. V. I. Chamberlain will move:—"That the committee on the Middlesex Registry, appointed on the 31st of January, 1890, to consider and report to the council on the present practice at the registry, be also requested to obtain evidence and consider and report to the council on the advisability of the retention or abolition of the registry."

OUR LEGAL SYSTEM.

Mr. F. K. Munton will move:—"That having regard to the contemplated report of the judges, it is expedient that the council of this society should nominate a special 'Judicature Committee' of not less than 25 members, to consist of the president and 12 members of the council and 12 ordinary members, with power to such committee to confer with the bar, with the view of preparing joint recommendations to the bench."

LECTURES AND CLASSES.

Mr. Munton will also move:—"That it is desirable to offer a prize for the best essay on this subject, the candidates to be limited to those who have attended one series at least of the society's lectures and classes since November, 1884."

CHANCERY CAUSE LIST.

Mr. Charles Ford will ask, referring to a statement of the president made at a meeting of the society held on the 30th of January, 1891:—Whether there is any prospect of effect being given to the following resolution of the society, passed in April, 1884: "That the interests of suitors, and the convenience of the profession, require that the practice which obtains in the other divisions of the High Court of setting down motions, and of taking them in the order in which they stand in the lists, should be extended to the Chancery Division, and thus avoid the present confusion, expense, and delay, which arise in such division in connection with motions to the court"?

SOLICITORS' LAW STATIONERY SOCIETY, LIMITED.

Mr. Ford will also ask, referring to the president's statement at the last annual general meeting of the society:—What sum has been paid to the society for a law stationery society's advertisements, which have appeared in large numbers in many of the society's publications; and what sum (if any) is now due to the society from such company?

LAW SOCIETY CLUB.

Mr. Ford will also ask:—Are any gentlemen ordinary or honorary members of the club who are neither solicitors nor members of the society, and of how many members does the club now consist?

JUSTICES' CLERKS CONDUCTING PROSECUTIONS.

Mr. Ford will also move:—"That in the opinion of this meeting the better administration of justice calls for the intervention of the Legislature, with a view to preventing clerks of county justices from conducting prosecutions at assizes and at quarter sessions."

ENCROACHMENTS UPON THE PROFESSION.

Mr. Ford will also move:—"This meeting is of opinion that the constantly increasing encroachments upon the work of the profession by law stationers and law stationery societies render it undesirable that members of the council should fill any office calculated to give encouragement to such encroachments."

DONATION TO THE CLARE MARKET MISSION FUND.

Mr. Ford will also move:—"This meeting is of opinion that the council is not justified in expending the funds of the society in promoting memorials to deceased members of Parliament, especially in view of the neglected state of legal education, so far as the society is concerned."

THE JUDICATURE ACTS AND LEGAL PROCEDURE.

Mr. Ford will also move:—"That this society observes with great satisfaction the recently published correspondence between the Lord Chancellor and the Lord Chief Justice, and trusts it may be speedily followed by reforms in practice and procedure suitable to the requirements of suitors."

UNITED LAW SOCIETY.

Jan. 18.—Mr. Hudson moved: "That Mr. Gladstone's assertion that there is no place in the scheme of nature for the idle man of wealth is an idle sophistry, false in fact, unsound in theory, and leading to mischievous conclusions." The debate was continued by Messrs. McMillan, Le Maistre, Browne, Sherrington, Green, Tayler, Weigall, Marcus, and Hughes. The motion was lost by four votes. The next meeting will be held on the 25th of January, at which Mr. Haldane, Q.C., M.P., will speak on the reform of the land laws.

THE TRIAL OF COMMERCIAL ACTIONS.

THE following is the report of a joint committee, appointed by the Bar Committee and the Incorporated Law Society, on the question of the trial of commercial actions, a copy of which was sent to the Lord Chancellor and to each of the judges last week:—

At a meeting of the Bar Committee, held on December 7, 1891, a sub-committee, consisting of Sir Henry James, Q.C., Mr. Gully, Q.C., Mr. Forbes, Q.C., Mr. Channell, Q.C., Mr. Finlay, Q.C., Mr. Kennedy, Q.C., and Mr. English Harrison, was appointed to consider and report as above, with power to confer with the Council of the Incorporated Law Society or any committee appointed by it.

The Council of the Incorporated Law Society appointed on the 11th of December, 1891, the following committee to confer with the above-named sub-committee:—Mr. W. Melmoth Walters, president, Mr. Richard Pennington, vice-president, Mr. J. W. Budd, Sir Henry Watson Parker, Mr. Hollams, Mr. Henry Roscoe, and Mr. Henry Markby.

The joint committee beg to report as follows:—

1. The sittings at the Guildhall, as they are at present arranged, afford a wholly inadequate provision for the requirements of commercial suitors, and this inadequacy is realized by the suitors themselves. During the last Michaelmas Sittings at the Guildhall 34 special and 20 common jury actions were tried, and out of these only 16 at the outside appear to partake of the character of commercial actions according to any just application of the term.

2. The joint committee do not desire that sittings at Guildhall should be altogether discontinued. They submit that sittings there may be utilized as part of the scheme which is recommended in the following portion of this report.

3. The joint committee are of opinion that if the High Court of Justice is to regain the confidence of the commercial community, or even retain its present limited share in the settlement of mercantile disputes, it is imperative that a separate list (hereinafter referred to as the "commercial

list") should be established for the entry of commercial actions for trial in London and Middlesex, and that this list should be disposed of, apart from all other work of the Queen's Bench Division, either by a judge of that division specially assigned by the Lord Chancellor for the purpose, or by a judge permanently added to the Probate, Divorce, and Admiralty Division for the trial of commercial actions. The joint committee in making this recommendation indorse the views already expressed by the joint committee of the Bar Committee and the Incorporated Law Society in the report dated June, 1888.

4. In the opinion of the joint committee, the commercial list should be confined to actions relating clearly to mercantile, commercial, and shipping matters, such—*e.g.*, as the following:—

Fire and marine insurance.

The carriage of goods by land or water and contracts relating thereto.

Negotiable and other mercantile instruments.

Banking, Stock Exchange, and similar financial business.

Questions between principal and agent in mercantile business.

Contracts between merchants and their clerks or *employés*.

Dealings with or in relation to mercantile property of any kind, or in relation to the sale, manufacture, or hire of the same.

The construction, alteration, or repair of ships or of buildings, or machinery used, or to be used, for commercial purposes.

Questions relating to patents.

Whilst suggesting the above classification, the joint committee do not pretend that it is exhaustive, or that it is not capable of improvement. They believe that in practice there would be very rarely any difficulty in deciding what is properly a commercial or mercantile action.

5. The judge to be appointed by the Lord Chancellor to dispose of the commercial list should, in the opinion of the joint committee, be appointed for a period not less than one year, and he should be eligible for reappointment. During his term of duty he should have seisin of all actions in the commercial list from their commencement, and he should have a discretion, to be exercised without appeal from his decision, as to the entry and retention of actions in the commercial list, or the removal of actions therefrom. He should have power to deal with all interlocutory applications, either in court or in chambers, as he should think fit.

6. The joint committee are of opinion that a plaintiff who intends his action to be entered in the commercial list should indicate his intention upon the face of the writ of summons, and if the defendant objects to the entry he should apply to the judge to whom the list is assigned to have the action removed from the list.

A defendant in an action which is not entered in the commercial list, if he desires that the action should be included in that list, should have liberty, within such limited time of the service of the writ of summons as may be prescribed by rules of court, to apply to the judge to have the action entered in this list.

7. The committee are of opinion that the actions in the commercial list should, as a rule, be tried as admiralty actions are tried, either before the judge alone, or before the judge with assessors. The committee attach great importance to the latter mode of trial in commercial actions. There are, however, cases in which the nature of the issues would make it unjust or inexpedient to deprive a litigant of trial by jury. In order to provide for these cases the committee think that the judge should have the power, upon application by either party, to order trial with a special jury. As the quality of the special juries in London and in Middlesex is thought in recent years to have deteriorated, and those juries, as at present constituted, do not always enjoy the confidence of the commercial community, the committee suggest that a selected special jury list should be prepared for the trial of such actions in the commercial list as are ordered, in the way indicated above, to be tried before a judge and a special jury.

8. The best place for the trial of commercial actions is a matter of some doubt, and it is a question whether, upon the whole, the Royal Courts do not offer at least as great convenience to suitors, jurors, and witnesses as the Guildhall.

It is to be borne in mind, in regard to the trial of actions elsewhere than in the Royal Courts of Justice, that much vexation and just dissatisfaction may be caused to suitors by difficulties arising as to the attendance of their counsel and solicitors at the trial of their actions; and although, so far as regards counsel, if a commercial tribunal were to sit constantly at the Guildhall, a special bar practising exclusively, or nearly so, before that tribunal might in course of time grow up, the difficulty as to solicitors would still remain. Cases would occur in which a solicitor having actions to attend at the Royal Courts of Justice and at the Guildhall at the same time could not by any amount of foresight succeed in properly doing his duty to his clients in the two places.

It is further to be borne in mind that the Guildhall sittings do not provide even for all London actions. London cases for trial before a judge without a jury are tried at the Royal Courts of Justice.

Taking all things into consideration, the joint committee are inclined to think that the suitors would be best served if the commercial list were, as a general rule, to be tried at the Royal Courts of Justice, but the judge had power, where for any special reason he thought it desirable, to sit at the Guildhall. He might, for example, do so, with advantage to all concerned, if he found a series of cases standing for trial with a special jury.

9. When a commercial court has been constituted, it will become a matter for further serious consideration whether the present system of pleadings, and the rules of evidence, might not wisely be modified in commercial actions.

At present the committee refrain from dealing with these points, but they desire to record their opinion that they are points which by no means should be lost sight of. It is clear that commercial suitors want (and not unreasonably) (1) a reduction of the expenses of litigation in the stages preliminary to the actual trial; (2) a means of ascertaining with a tolerable degree of certainty when the trial will take place: and (3) a speedier process in getting to the trial than is given to them now.

The joint committee believe that the establishment of a commercial list, under the care and control of a judge specially assigned as indicated in this report, would be a first step, and a very important step, towards the attainment of all these ends.

HENRY JAMES, Chairman of the Bar Committee.
W. MELMOTH WALTERS, President of the Incorporated Law Society.

NEW ORDERS, &c.

COUNTY OF LONDON.

SCHEME FOR REGULATING THE HOLDING OF COURTS OF QUARTER SESSIONS FOR THE COUNTY OF LONDON, AS PROVIDED BY SECTION 42 (7) OF THE LOCAL GOVERNMENT ACT.

Generally.

51 and 52 Vict., c. 41, s. 116.

1. The provisions of the Act 11 Geo. 4, and 1 Will. 4, c. 70, as to the times for holding Quarter Sessions, shall not apply to the County of London.

2. Quarter Sessions shall be held at Clerkenwell and at Newington in the months of January, April, July, and October, in every year, and the first Session held in each of those months shall be General Quarter Sessions.

3. Adjourned Quarter Sessions shall be held at Clerkenwell in each of the months aforesaid at an interval of not less than two weeks or more than three weeks after the beginning of each Quarter Sessions held at Clerkenwell.

4. Adjourned Quarter Sessions shall be held at Newington in the months of February, May, August, and November.

5. A General Session shall be held at Clerkenwell in every month except in the months hereinbefore appointed for the holding of Quarter Sessions at Clerkenwell.

6. General Sessions shall be held at Newington in the months of March, June, September, and December in every year, and oftener, if need be.

7. An Adjourned General Session shall be held at Clerkenwell, for the disposal of business arising on the north side of the River Thames, in every month (except in the months hereinbefore appointed for the holding of Quarter Sessions at Clerkenwell) and shall begin at an interval of not less than two weeks or more than three weeks after the beginning of the General Session.

51 and 52 Vict., c. 41, s. 118 (10).

8. In the month of November in every year the Clerk of the Peace for the County of London shall prepare lists shewing the days to be fixed for the sessions to be held at Clerkenwell and Newington respectively during the ensuing year in accordance with the foregoing provisions. In the Lists so to be prepared special days shall be appointed for hearing appeals. The Lists so to be prepared shall be laid before the November General Sessions at Clerkenwell and the December General Sessions at Newington respectively, and shall be revised and settled by such Sessions respectively, and be printed on one paper in two parts or divisions, and be issued by the Clerk of the Peace for the County of London: and Sessions in accordance with such Lists, when so revised and settled, shall be held during the year at Clerkenwell and Newington respectively. Provided that, during the tenure of office of the existing Clerk of the Peace for the County of Surrey, the List of the Sessions to be held at Newington shall be prepared by him on a separate List, and such List, when revised and settled as aforesaid, shall be printed as a separate paper, and issued by him and not by the Clerk of the Peace of the County of London.

51 and 52 Vict. c. 41, s. 42 (6).

9. The Sessions so fixed shall so far as practicable be continued from day to day until the business to be dealt with at such Sessions is completed. And it shall be the duty of the Justices to take the steps necessary to secure that there shall be as many Courts sitting at the same time as may be required for the discharge of the business with proper expedition. For this purpose, (*a*) so long as the present Chairman holds office, in addition to the Court presided over by the Chairman, there may be a second Court, to be presided over by a person nominated in accordance with 14 and 15 Vict., c. 55, s. 15, and on the direction of the County Council approved by the Secretary of State, in pursuance of Sect. 42 (6) of the Local Government Act, 1888, a third Court, to be presided over either by a Deputy, as prescribed by 37 Vict., c. 7, s. 3, or by one of the Justices, and a fourth Court to be presided over by one of the Justices. Any of the above Courts may be held at the same time at Clerkenwell and Newington, and, subject to the provisions of this Scheme, shall be so held whenever necessary to prevent delay in the disposal of pending business; but only one nomination may be made under 14 and 15 Vict., c. 55, s. 15, and only one under 37 Vict., c. 7, s. 3.

(*b*) Upon the present Chairman ceasing to hold office there may be held at the same time at Clerkenwell and at Newington, separate Courts of Quarter Sessions, and each of such Courts may divide itself into two or more Courts as may be necessary.

51 and 52 Vict., c. 41, s. 42 (6), and s. 116 (c).

10. Every Court of Sessions of the Peace held at Clerkenwell and at Newington, and every adjournment thereof, shall have the same jurisdiction in every respect, including the power of hearing and determining appeals, as if such Court were Quarter Sessions, and every Session shall, as

circumstances require, be deemed to be Quarter or General Sessions, and, if held at different places, to be original or adjourned Sessions, and, if held simultaneously at two or more places, to be divided Courts of the same Sessions.

11. The Clerk of the Peace for the county of London shall (save as hereinafter mentioned) take all necessary and proper steps to convene all Sessions, and shall issue all necessary precepts to the Sheriff to secure the due attendance there of the Grand and Petty Juries; provided that during the tenure of office of the existing Clerk of the Peace for the county of Surrey all such duties shall, as respects the Sessions to be held at Newington, be performed by him.

51 and 52 Vict., c. 41, s. 118 (10).

12. Upon the present Clerk of the Peace for Surrey ceasing to hold office, the Clerk of the Peace for the time being of the County of London shall perform all the duties which are by law or by this Scheme imposed upon the Clerk of the Peace for Surrey in respect of the County of London.

51 and 52 Vict., c. 41, s. 116 (*b*)

13. Cases triable at Quarter Sessions and all other business to be disposed of at Quarter Sessions and arising on the North side of the River Thames shall be heard, determined, and disposed of at the Sessions held at Clerkenwell; and cases triable at Quarter Sessions and all other business to be disposed of at Quarter Sessions and arising on the South side of the River Thames shall be heard, determined, and disposed of at the Sessions held at Newington.

51 and 52 Vict., c. 41, s. 116 (*b*)

14. All depositions, recognizances, notices, and other documents and things relating to cases triable, or business to be disposed of at Quarter Sessions and required by law to be transmitted to Quarter Sessions or to the Clerk of the Peace, shall, in respect of all cases and matters arising North of the River Thames, be transmitted to the Clerk of the Peace for the County of London; and in respect of all cases and matters arising South of the River Thames, shall be transmitted to the present Clerk of the Peace for the County of Surrey, and upon his ceasing to hold office, shall be transmitted to the Clerk of the Peace for the time being of the County of London.

51 and 52 Vict., c. 41, s. 116 (*b*).

15. It shall be the duty of the Justices to take care that the above provisions for the disposal of business arising North and South respectively of the River Thames shall, so far as reasonably practicable, be strictly observed. Nevertheless, a committal for trial or recognizance shall not be invalidated, nor shall the powers of the Sessions be affected by any disregard of the provisions of this Scheme, as to the place or time of trial, and every Court of Sessions held in and for the County of London, at whatever place or time such Court is held, shall have complete power to hear, determine, and dispose of any case or matter arising in the County of London notwithstanding an objection that such case or matter ought to be heard and determined at the Sessions held at another place or at another time.

51 and 52 Vict., c. 41, s. 117 (5), s. 118 (8), (10).

16. Nothing in this Scheme shall affect or take away any power given by law to the present Chairman of Quarter Sessions, or to the present Clerk of the Peace for the County of London, or to the present Clerk of the Peace for the County of Surrey.

As to Appeals under the Valuation (Metropolis) Act, 1869.

51 and 52 Vict., c. 41, s. 42 (10).

1. At every adjourned January Quarter Sessions held at Clerkenwell, sittings of the Court shall be fixed to hear appeals under the Valuation (Metropolis) Act, 1869.

2. Such sittings shall begin not earlier than the 1st February then next, and shall be so arranged as to enable the court to determine all appeals (except where a valuation list or valuation is ordered) before the ensuing 31st March.

32 and 33 Vict., c. 67, s. 25.

3. The Court shall at the same Session appoint, with the consent of the Local Government Board, a Clerk and other persons to assist the Sessions in the performance of their duties under the Act.

51 and 52 Vict., c. 41, s. 42 (10).

4. A separate list shall be prepared of appeals relating to property in the City of London, and prior to the hearing of such appeals the Clerk of the Court (appointed under Order 3) shall send seven days previous notice to the Clerk of the Peace of the City of London, for the information of the members of the Court of Quarter Sessions of the City of London appointed by that Court to attend and sit as Members of the Quarter Sessions for the County of London upon the hearing of such appeals.

32 and 33 Vict., c. 67, s. 26.

5. Appeals may be heard at Clerkenwell, or at Newington, or in the City of London, or at some or all of such places, at the same time, or at different times, as the Court shall from time to time determine.

32 and 33 Vict., c. 67, s. 25.

6. At every April Quarter Session held at Clerkenwell, the Court shall assign the remuneration (subject to the approval of the Local Government Board) of the Clerk and other officers appointed as aforesaid for the year ended the 31st March.

7. A separate account shall be kept of the expenses incurred by the sessions in respect of the exercise of its jurisdiction under the Act, and such account made up to the 31st March in every year shall be submitted to and be examined by the Court of the April Quarter Sessions held at Clerkenwell.

32 and 33 Vict., c. 67, s. 50.

8. Such account, when approved by the Court, shall be submitted by the Clerk of the Court (appointed under Order 3) for such audit as may be directed by the Local Government Board, with a view that the same, when audited, may be paid in manner prescribed by the Valuation (Metropolis) Act, 1869.

Henry Matthews, one of Her Majesty's Principal Secretaries of State.

Approved, 4th January, 1892.

LEGAL NEWS.

OBITUARY.

The Supreme Court has lost an able official in Mr. Oscar Salmon, who died on Thursday, the 7th inst., aged seventy-four. Mr. Salmon was widely known and greatly respected. Closely and conspicuously connected with the work of judges' chambers during a period of over forty years, he had come to be looked upon by the judges and the public as an authority on all questions of chamber practice. His long experience, the thoroughness with which he mastered all the details of his work, and the clear and decided manner with which he invariably expressed himself on questions of procedure, no less to the judges than the public, rendered his personality a somewhat striking one, an impression which was greatly enhanced by his quaint, old-fashioned manner and style of dress which he adopted. He was a man of kindly disposition, who made many friends and earned much esteem in his private as well as his official life.

Mr. Somers Clarke, solicitor, of Brighton, whose death in his ninetieth year is announced, is stated to have been admitted in 1824. He was, says the *Daily Telegraph*, probably the oldest vestry clerk in England. He had held his office sixty-two years. He was legal adviser to the High Constable when Brighton was governed by a board of commissioners, before the incorporation of the borough, and among his early duties was to make arrangements for locally proclaiming William IV. as King. Six years ago his services to Brighton were recognized by a public presentation of a half-length portrait of himself as an heirloom. At the same time his bust in marble was placed beside those of other Brighton worthies in the vestibule of the Royal Pavilion.

APPOINTMENTS.

Mr. W. Newby Gradwell, solicitor, of Bank-buildings, Ludgate-circus, E.C., has been appointed an Examiner of the Probate, Divorce, and Admiralty Division in Admiralty actions. Mr. Gradwell was admitted in February, 1891, and obtained honours at the solicitors' final examination in November, 1890, being the holder of the "Atkinson" and "Timpron-Martin" medals, and "John Mackrell" prizeman.

Mr. George Stallard, barrister, has been appointed Queen's Advocate for the Colony of Lagos. He has been district commissioner at Lagos.

Mr. Alfred W. Hall, solicitor (of the firm of Gard, Hall, & Rook), of No. 2, Gresham-buildings, Basinghall-street, London, E.C., has been appointed a Commissioner within the City of London, to take Affidavits, &c., concerning any matter in the Supreme Court of Tasmania.

Mr. Matthew H. Hale, solicitor, of No. 1, Raymond-buildings, Gray's-inn, London, has been appointed Clerk to the Board of Works for the Holborn District.

CHANGES IN PARTNERSHIP.

Dissolutions.

Alfred George Renshaw and Arthur Henry Renshaw, solicitors, 2, Suffolk-lane, London (Messrs. Renshaw). Arthur Henry Renshaw retires from the said firm as from the 1st July, 1891. The business will be carried on under the style or firm of Messrs. Renshaw, Kekewich, & Co, at the premises aforesaid, by Alfred George Renshaw, in partnership with Charles Granville Kekewich.

Robert Edward Smithson and John Teasdale, solicitors, York (Smithson & Teesdale). Dec. 31. The said business will henceforth be carried on by the said John Teasdale under the said style of Smithson & Teasdale. [*Gazette*, Jan. 15.

Francis John Burton and William George Eking, solicitors, Nottingham, first as Burton, Son, & Eking, and afterwards as Burton & Eking. Nov. 26. [*Gazette*, Jan. 19.

INFORMATION WANTED.

Re Mrs. Jane Guthrie, late of 50, Queen's-road, St. John's-wood, widow, deceased.—Any person having in his possession any will made by the above-named deceased, is requested to communicate with Thos. J. Savage, 57 and 59, Ludgate-hill, London, solicitor to Mrs. Hannah Bright, the surviving sister and sole next of kin of the deceased.

GENERAL.

Messrs. Ede & Son, robe makers, of 94, Chancery-lane, London, write to us as follows:—"As we have had so many inquiries from the country about mourning, we shall be glad if you will kindly insert the following in your next issue for the guidance of the profession, which would be the information they very much want at this time:—*Court Mourning.*—County Court Judges, Queen's Counsel, and Recorders to appear in Paramatta

gown, mourning bands, and weepers on coat. *General Mourning.*—Barristers, Town Clerks, and Solicitors to appear in mourning bands.

In the course of a case at the Guildhall Sittings this week, Mr. Justice Day, in summing up, referring to the evidence, said that he was sorry to say perjury was committed nowadays with almost absolute impunity; it was exceedingly rare indeed that they heard of a case in which a person received punishment. He had heard many cases in which the witnesses on one side or the other had committed perjury with very great freedom, and in his judgment it was a very disastrous thing to society and to the parties engaged in a case that such a practice should be carried on so extensively.

A special council of the judges was held in the Lord Chancellor's room at the Royal Courts of Justice on Monday morning to consider the present state of the law generally. The Lord Chancellor presided, and there were present—Lord Chief Justice Coleridge, the Master of the Rolls (Lord Esher), Lords Justices Lindley, Lopes, Bowen, Fry, and Kay, Mr. Baron Pollock, and Justices Chitty, North, Stirling, Kekewich, Romer, Denman, Hawkins, Mathew, Cave, Day, Grantham, Wills, Charles, Vaughan Williams, Lawrance, Wright, and Collins. The Lord Chancellor's secretary, Mr. Muir Mackenzie, Q.C., was in attendance, and the Lord Mayor was also present for a short time during the morning.

A curious and painful case relating to the admissibility of the evidence of very young children in criminal trials has, says the *Daily News*, been decided on appeal by the High Court of Judicature in Calcutta. Two men had been convicted of the cruel and deliberate murder of a boy for the sake of some ornaments of value which he was wearing; but apart from the suspicion arising from the discovery of the mutilated body, as well as the property secreted on premises belonging to the accused, the evidence for the prosecution was mainly that of two children aged between ten and twelve—the daughter of one prisoner and the son of the other. These children gave a very circumstantial account of the details which they had actually been allowed to witness. The boy subsequently recanted, and said he had made the statement under the influence of fear; but the girl steadily maintained the accuracy of her testimony, and both the prisoners were convicted and sentenced to death. The point on which the appeal turned was that, although the girl had been warned to tell the truth, she was not put on her oath or affirmation, and it appeared that both children knew nothing either of Divine punishment or the penal code. The Supreme Court, however, decided that the omission was not fatal, and that the only duty of the sessions judge was to ascertain whether the witness was capable of understanding questions and giving rational answers. Mr. Justice Jardine agreed with Mr. Justice Straight that the law of India did not require the judge to put such speculative questions to a child as the following:—"What happens to a liar in a future existence?" Lawyers and divines (he observed) did not give an uniform answer to that question. Though the verdict, however, was thus sustained, the Supreme Court commuted the death sentence in each instance into one of transportation for life.

The daily papers have not failed to note the auspicious omen afforded by cutting off a day of the sittings in order that the Council of Judges may be held. The *Times* says:—"We have lately expressed our opinion that the judges by themselves are not the persons who would be most likely to arrive at a satisfactory settlement of this complicated and perplexing subject, nor has our view been in any degree modified by the circumstances in which the council have entered upon their task. The proceedings of the judges have not been disclosed, but we may be permitted to hope that, when they are in due time made known, they will reveal a spirit more favourable to practical reforms than it would be possible to infer from the fact that a whole day has been withdrawn from the business of the country for work which might have been, and ought to have been, disposed of without entailing any such loss. It would surely not have imposed an excessive burden upon the judges if Lord Halsbury and Lord Coleridge had arranged to convene the council during the Christmas Vacation; but, since this was not done, was there anything to prevent the members of the judicial body from meeting to discuss the acknowledged and crying defects in the system they administer after despatching the business of the day in the courts? The demand is not exorbitant. The law officers of the Crown and other barristers in large practice manage to take an active share in the business of the House of Commons during the evening after they have done their professional duty to their clients in the morning. Even in the serene atmosphere of the House of Lords, 'where it is always afternoon,' some eminent judges, who are also peers, find it not impossible to sit and speak without previously bracing up their forces for the effort by taking a complete holiday from their labours on the bench. What is accomplished daily during the session in both Houses of Parliament is too much, it seems, for the energies of the 'Council of Judges'; and the whole judicial system is suspended at enormous cost and inconvenience to suitors, in order that a discussion shall be carried on including, among other topics, the growing expense and inexcusable delays of litigation, which might just as well have been disposed of in two or three evenings of the week between the usual time of the rising of the courts and a not immoderately late dinner-hour." The *Daily Telegraph* says:—"The chastened gratification which would naturally be felt by the community when it realizes that the judges are actually condescending to consider the interests and convenience of litigants is unhappily subject to slight modification, arising from the method which these great officers of State have adopted in order to reach the end they have in view. It was perhaps hardly contemplated by the framers of the Judicature Acts that the Council of Judges should be called together on an ordinary legal working day, and that one consequence of their meeting should be that all the causes set down in all the courts for that day would have to be postponed. Yet this, we regret to observe, is what really took place. In former years it has been customary for the judges, when they met in council, to do so at the ordinary midday adjournment. In this way they avoided trespassing on the time sacred to litigants. Probably the reason why this course was not yesterday adopted was the great gravity, and even greater number, of legal reforms foreshadowed in the Lord Chief Justice's letter. We may be pardoned, however, for urging, on behalf of a submissive and long-suffering public, that, after all, the first duty of judges is to determine the causes brought before them with reasonable despatch. There is no good and sufficient reason why the Judicial Council could not have been summoned for a Saturday afternoon, or any other day or hour which would have made no inroad on valuable public time. Or one of the numerous and lengthy legal vacations might have been utilized for this purpose. As it is, the judges have met to discuss the law's delay, and in doing so have appreciably increased the grievance which they are attempting to remedy."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Jan. 25	Mr. Pemberton	Mr. Jackson	Mr. Leach
Tuesday 26	Ward	Clowes	Godfrey
Wednesday 27	Pemberton	Jackson	Leach
Thursday 28	Ward	Clowes	Godfrey
Friday 29	Pemberton	Jackson	Leach
Saturday 30	Ward	Clowes	Godfrey
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, Jan. 25	Mr. Farmer	Mr. Carrington	Mr. Beal
Tuesday 26	Rolt	Lavie	Pugh
Wednesday 27	Farmer	Carrington	Beal
Thursday 28	Rolt	Lavie	Pugh
Friday 29	Farmer	Carrington	Beal
Saturday 30	Rolt	Lavie	Pugh

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITISH CATTLE FOODS CO, LIMITED—Petn for winding up, presented Jan 8, directed to be heard on Jan 23. Minet Harvie & Co, King William st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 22

CROMER ESPLANADE PIER CO. LIMITED—Petn for winding up, presented Jan 12, directed to be heard on Jan 23. Ratcliff, South sq, Gray's inn, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 22

GODFREY PRINTING MACHINE CO, LIMITED—Petn for winding up, presented Jan 14, directed to be heard before Stirling, J., on Jan 23. Jaques & Co, Ely place, Holborn, agents for Neill & Broadbent, Bradford, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 22

STANDARD CONTRACT AND DEBENTURE CORPORATION, LIMITED—Petn for winding up, presented Jan 7, directed to be heard on Jan 23. Crundall & Co, Cannon st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 22

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

GRANSORBIAN PHOTO GRAINING CO, LIMITED—Petn for winding up, presented Jan 6, directed to be heard at St George's Hall, Liverpool, on Monday, Jan 18. Harrison, Orange ct, Liverpool, solor for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 16

London Gazette.—TUESDAY, Jan. 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BANKSIDE SPINNING CO, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to James Dawson, 125, Union st, Oldham. Rowbotham, Oldham, solor for liquidator

HENRY LISTER & SON, LIMITED—Petn for winding up, presented Jan 16, directed to be heard before North, J., on Jan 30. Ramsden & Co, Coleman st, agents for Ramsden & Co, Huddersfield, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Jan 29

LONDON PRINTING AND PUBLISHING ALLIANCE, LIMITED—By an order made by Chitty, J., dated Jan 8, it was ordered that the voluntary winding up of the company be continued. Capel & Co, Fenchurch st, solors for petning company

MONA HOTEL, LIMITED—Petn for winding up, presented Jan 15, directed to be heard before North, J., on Saturday, Jan 30. Rowcliffes & Co, Bedford row, agents for Stone & Co, Liverpool, solors for petner

STAPPS WATER GAS PATENTS, LIMITED—Creditors are required, on or before March 3, to send particulars of their debts or claims to L. C. Farebrother, 16, St Helen's place, Bishopsgate st. Thomas & Hick, Walbrook, solors for liquidator

WILLIAM CORBITT & CO, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Robert John Evans, George st, Sheffield. Watson & Co, Sheffield, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

DEVONPORT DOCKYARD SICK AND HURT INDEPENDENT BENEFIT SOCIETY, White Lion Inn, King st, Devonport, Devon. Jan 13

KNIGHT OF THE GARTER LODGE, Ship Inn, Greasbrough, Rotherham, York. Jan 14

SANCTUARY PROSPERITY, A.O.S. Society, Crown Inn, Market place, Stony Stratford, Buckingham. Jan 13

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 15.

EDWARDS, SAMUEL, Old Bond st, Gent. Feb 12. Coulter v Edwards, Chitty, J. Bowring, Queen Victoria st

London Gazette.—TUESDAY, Jan. 19.

MALLARD, EDWARD PEPLOE, Hanley, Stafford. Feb 16. Mannox v Mallard, Chitty, J. Sword, Hanley

ORAM, HENRY, Southport, Woollen Manufacturer. Feb 19. Oram v Oram, Registrar, Manchester District. Leigh, Manchester

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 12.

ABBOTT, FREDERICK, Thame, Oxon, Gent March 25 Birch, Thame

BACK, JOHN, Horsell, Surrey, Clerk in Holy Orders March 12 Bower & Co, Bream's bldgs, Chancery lane

BARCLAY, HENRY FORD, Woodford, Essex, Esq Feb 22 Hanbury & Co, New Broad st

BROWN, HANNAH, Reading Feb 7 Markby & Co, Coleman st

CASTLE, HENRY WHITE, Reigate, Surrey, Gent Feb 15 Davidson & Morriss, Queen Victoria st

COWLING, FOSTER, Oldham Feb 8 Holroyd, Oldham

DRAKE, ARTHUR, Leeds, Pawnbroker March 1 Stott, Leeds

DU PRE, MICHAEL THOMAS, Cheltenham, Clerk in Holy Orders Feb 15 Rollit & Son, Mark lane

GEORGES, FREDERICK DE HAVILAND, Milton, nr Portsmouth, retired officer in Indian Navy Feb 20 Cookson & Co, Lincoln's inn fields

GOSS, HENRY JAMES RUTTER, Eccles, Lancs, Bookkeeper Feb 10 Chambers, Ashton under Lyne

GREEN, THOMAS, Westhoughton, Lancs, Collier March 1 Balshaw & Hodgkinson, Bolton

HAVES, JOHN, Blackburn, Rope Manufacturer Jan 23 Scott, Blackburn

HILDITCH, RICHARD, Wilmslow, Chester, Barrister at Law Feb 29 Chew & Co, Manchester

HODGSON, SELENA MARY, Rue du Commerce, Brussels Feb 16 Somerville, Lincoln's inn fields

HOW, MARY JANE, Mostyn rd, Brixton Feb 10 Hepworth & Webb, South st, Finsbury

JONES, ELLEN, Egremont, Chester Feb 4 Wright & Co, Liverpool

MILNER, JOSEPH, Halifax, Gent Mar 1 Walshaw, Halifax

MORLEY, MARTIN, Halifax, Jeweller Mar 1 Walshaw, Halifax

NICKLIN, JOHN BANKS, Benwell rd, Holloway, Hardware Merchant Feb 11 Lane & Clutterbuck, Birmingham

PARNELL, THOMAS, Stanley, nr Liverpool, Gent Feb 15 T J Smith & Sons, Liverpool

PRICE, HENRIETTA LOUISA, Lymington, Southampton Feb 29 Bolton & Co, Temple grds

ROBINSON, WILLIAM THOMAS, Commercial rd, Old Kent rd Feb 13 Chapman, Gray's inn, square

SMITH, HENRY, Rastrick, Yorks, Painter Jan 30 Chambers & Chambers, Brighouse

SPIERS, SAMUEL PATEY, Bournemouth, China Merchant Feb 15 Rooks & Co, King st Cheapside

TAYLOR, JOHN WILLIAM, Chatham, Clothier Feb 2 Wood & McLellan, Chatham

TILLEY, GEORGE, Stratton St Margaret, Wilts, Yeoman Feb 27 Webster & Hague, Southampton st, Bloomsbury

WILLS, MELISSA TERTIUS, Knowle, Warwick Feb 12 Jaques & Sons, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 15.

RECEIVING ORDERS.

ALLEN, WILLIAM HOWARD, Lyons pl, Marylebone, Cab Proprietor High Court Pet Jan 12 Ord Jan 12

BADMAN, SAMUEL, Wartling, Sussex, Nurseryman Lewes and Eastbourne Pet Jan 13 Ord Jan 13

BERRY, CHARLES, Birkenhead, Licensed Victualler Birkenhead Pet Dec 29 Ord Jan 11

BESSO, MATTATIA, Cheetham, Manchester, Agent Manchester Pet Oct 21 Ord Jan 13

BROUGHALL, THOMAS, Birmingham, Brewer Birmingham Pet Jan 12 Ord Jan 12

BROWN, JOHN HENRY, Derby, Florist Derby Pet Jan 9 Ord Jan 9

CHEESEMAN, WALTER NIGHTINGALE, Abbey st, Bermondsey High Court Pet Dec 1 Ord Jan 12

CLUTTEN, EDWARD, Regent's Park terr, Church End, Finchley, Corn Dealer Barnet Pet Jan 9 Ord Jan 9

COLEMAN, JOHN, Derby, Land Agent Derby Pet Jan 9 Ord Jan 9

FIELDHOUSE, FRANK, HARRY FIELDHOUSE, and TOM FIELDHOUSE, Halifax, Nurserymen Halifax Pet Jan 11 Ord Jan 11

FOSTER, HENRY BROCK, Pelham st, Mile End New Town, Cowkeeper High Court Pet Jan 12 Ord Jan 12

FURNISS, ROBERT, Walworth rd, Grocer High Court Pet Jan 11 Ord Jan 11

HARDING, JOSEPH, late Park st, Camden Town, Grocer High Court Pet Jan 11 Ord Jan 11

HARGREAVES, SARAH JANE, Higher Fence Gate Farm, nr Burnley, Farmer Burnley Pet Jan 11 Ord Jan 11

HOLMES, CHARLES, Gt Wyrley, Staffs, Clerk Walsall Pet Jan 12 Ord Jan 12

JEFFERIES, WILLIAM SEYMOUR, Goodwood villas, Southfields rd, Wandsworth, late Hop Ale Manufacturer Wandsworth Pet Jan 12 Ord Jan 12

LACEY, CHARLES, Ramsgate, Licensed Victualler Canterbury Pet Jan 13 Ord Jan 13

LANCASTER, FREDERIC, York, Farmer York Pet Jan 13 Ord Jan 13

LEFROY, EDWARD EUGÈNE, East Clevedon, Inspector of Agents for an Insurance Co Bristol Pet Jan 13 Ord Jan 13

LUMLEY, JOHN RUTHERFORD, Foreign Office, Whitehall, a Queen's Messenger High Court Pet Dec 18 Ord Jan 13

MARTIN, CHARLES, Cheetham, Manchester, Restaurateur Manchester Pet Jan 11 Ord Jan 11

MAUGHAN, WILLIAM, Middlesborough, Hotel Keeper Middlesborough Pet Jan 12 Ord Jan 12

NAYLOR, HENRY, and JAMES NAYLOR, Wigan, Grocers Wigan Pet Dec 29 Ord Jan 13

NICHOLLS, JAMES GEORGE, Walsall, Builder's Foreman Walsall Pet Jan 9 Ord Jan 9

PRATT, RICHARD, Darlington, Durham, Grocer Stockton on Tees and Middlesborough Pet Jan 11 Ord Jan 11

RHODES, SAMUEL HENRY, Bradford, Stuff Merchant Bradford Pet Jan 9 Ord Jan 9

RILEY, WILLIAM HENRY, Burnley, Fish Salesman Burnley Pet Jan 13 Ord Jan 13

SPENCER, ISAAC, Halifax, Brassfounder Halifax Pet Jan 13 Ord Jan 13

STARKEY, JOSEPH, Liverpool, Coal Merchant Liverpool Pet Jan 11 Ord Jan 11

ST JOHN, ARTHUR WILLIAM, Lymington, Hants, Butcher Southampton Pet Jan 13 Ord Jan 13

TASKER, JOSEPH SALVINUS, Leeds, Provision Dealer Leeds Pet Jan 11 Ord Jan 11

TAYLOR, WILLIAM, Exeter, Baker Exeter Pet Jan 13 Ord Jan 13

WHITELEY, HOLT, Halifax, Railway Clerk Halifax Pet Jan 13 Ord Jan 13

WHITTLE, EUTYCHUS, Wolverhampton, Iron Brazier Wolverhampton Pet Jan 12 Ord Jan 12

The following amended notice is substituted for that published in the London Gazette, Dec. 22.

PEARCE, LEMUEL CALLAWAY, and JOHN ATKINS STEVENS, Bristol, Auctioneers Bristol Pet Dec 17 Ord Dec 17

The following amended notice is substituted for that published in the London Gazette, Jan. 12.

IVES, EDWARD WILLIAM, late of Liverpool, Contractor Manchester Pet Dec 15 Ord Jan 7

FIRST MEETINGS.

BAKER, THOMAS, Lewisham, Kent, of no occupation Jan 22 at 12.30 24, Railway app, London Bridge

BESLEY, LOUIS GALE, Margate, Butcher Jan 22 at 10.30 Off Rec, 5, Castle st, Canterbury

BETTESWORTH, GEORGE H, Avenue rd, New Southgate, Builder Jan 26 at 2.30 33, Carey st, Lincoln's inn

BROWN, JOHN HENRY, Derby, Florist Jan 22 at 3 Off Rec, St James's chmbrs, Derby

CARPENTER, CHARLES, West Molesey, Surrey, Wheelwright Jan 22 at 11.30 24, Railway app, London Bridge

CHAMBERS, WILLIAM JAMES, Late of Swansea, Innkeeper Jan 22 at 12 Off Rec, 97, Oxford st, Swansea

CHILDS, MARCUS, Nettlebed, Oxon, Grocer and Baker Jan 22 at 12 Queen's Hotel, Reading

COLEMAN, JOHN, Derby, Land Agent Jan 22 at 12 30 Off Rec, St James's chmbrs, Derby

EDWARDS, DAVID JONES, Llanybyther, Carmarthenshire, Licensed Victualler Jan 23 at 12 Off Rec, 11, Quay st, Carmarthen

FIELDHOUSE, FRANK, HARRY FIELDHOUSE, and TOM FIELDHOUSE, Halifax, Nurserymen Jan 23 at 3.30 Off Rec, Halifax

GOOD, EDMUND, Southsea, Butcher Jan 26 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

GRANGER, HENRY THOMAS, Fairlawn grove, Chiswick, Stockbroker's Clerk Jan 22 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

HEMMERDE, HENRY GEORGE, Lee, Kent, Gent Jan 25 at 11.30 24, Railway app, London bridge

HILTON, F, Sardinia st, Lincoln's inn fields, Printer Jan 26 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HOARE, HENRY, Bryanston sqr, of no occupation Jan 29 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HOBDAY, THOMAS WILLIAM, Margate, Baker Jan 22 at 11 Off Rec, 5, Castle st, Canterbury

HOWARTH, ALEXANDER, Middleton, Lancs, Plumber Jan 22 at 10 Off Rec, Priory chmbrs, Union st, Oldham

HYDE, LUCY, Ludworth, Derbyshire, Widow Jan 28 at 12.30 Townhall, Ashton under Lyne

IVES, EDWARD WILLIAM, Liverpool, Contractor Jan 22 at 3 Ogden's chmbrs, 97, Bridge st, Manchester

KEMPTHORNE, JAMES, Hoe st, Walthamstow, Provision Merchant Jan 26 at 11 33, Carey st, Lincoln's inn

KING, I E, New Cross, Kent, Builder Jan 25 at 12.30 24, Railway app, London bridge

KNIGHT, SAMUEL JAMES, Ebbw Vale, Mon, Time Keeper Jan 27 at 12 Off Rec, Merthyr Tydfil

KINNEAR, ALFRED, Nassington rd, Hampstead Jan 28 at 11 33, Carey st, Lincoln's inn

LAWRENCE, BENJAMIN, Stroud, Glos, Hay Dealer Jan 26 at 4 Imperial Hotel, Stroud

LOOG, HERMANN, Finsbury Pavement, Sewing Machine Agent Jan 26 at 12 33, Carey st, Lincoln's inn

MARSH, GEORGE, Folkestone, Musical Instrument Dealer Jan 22 at 12.30 Off Rec, 5, Castle st, Canterbury

MARTIN, CHARLES, Cheetham, Manchester, Restaurateur Jan 22 at 2.45 Ogden's chmbrs, 97, Bridge st, Manchester

MORGAN, THOMAS, Rhos, Pontardawe, Glam, Farmer Jan 23 at 12 Off Rec, 97, Oxford st, Swansea

NALTON, THOMAS EDWIN, Shipley, Yorks, Agent Jan 25 at 11 Off Rec, 31, Manor row, Bradford

NAYLOR, HENRY, and JAMES NAYLOR, Wigan, Grocers Jan 23 at 10.30 16, Wood st, Bolton

PARKER, CHARLES JOSEPH HUMPHREY, Gledlow ter, Brompton, Manager to a Fruiterer Jan 28 at 2.30 33, Carey st, Lincoln's inn, London

PEARSON, JOHN, Headingley, Leeds, late Farmer Jan 25 at 11 Off Rec, 22, Park row, Leeds

PITTOCK, ALBERT, Folkestone, Grocer Jan 22 at 11.30 Off Rec, 5, Castle st, Canterbury

RHODES, SAMUEL HENRY, Bradford, Stuff Merchant Jan 25 at 11.30 Off Rec, 31, Manor row, Bradford

SCOTT, DAVID, Barrow in Furness, Painter Jan 27 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

SPENCER, ISAAC, Halifax, Brassfounder Jan 27 at 11 Off Rec, Halifax

THOMAS, THOMAS, Navigation, nr Pontypridd, Glam, Butcher Jan 25 at 3 Off Rec, Merthyr Tydfil

TREWEEK, WILLIAM JAMES, Abbotts rd, Poplar, Grocer Jan 28 at 12 33, Carey st, Lincoln's inn

TWINING, MAURICE, Hodson, Wilts, Publican Jan 26 at 11 Off Rec, 32, High st, Swindon

WHITELEY, HOLT, Halifax, Railway Clerk Jan 23 at 4 Off Rec, Halifax

ADJUDICATIONS.

BETTESWORTH, GEORGE H, late Avenue rd, New Southgate, Builder High Court Pet Dec 15 Ord Jan 11

BEVERLY, WILLIAM, Putney, Surrey, Grocer Wandsworth Pet Nov 25 Ord Jan 12

BROWN, FREDERICK PETER, and WILLIAM ALBERT BROWN, Rugby and Caldecott, Rutland, Farmers Leicester Pet Nov 25 Ord Jan 12

BROWN, JOHN HENRY, Derby, Florist Derby Pet Jan 9 Ord Jan 9

CHAPLIN, EMMA, New Humberstone, Leicester, Boot Manufacturer Leicester Pet Dec 22 Ord Jan 12

COHEN, HYMAN, Leeds, Jeweller Leeds Pet Jan 1 Ord Jan 13

CORNISH, ENOCH BISSETT, Maidenhead, Furniture Dealer Windsor Pet Dec 22 Ord Jan 12

DAVIS, HENRY, Goscote, nr Walsall, Licensed Victualler Walsall Pet Dec 22 Ord Jan 1

FIELDHOUSE, FRANK, HARRY FIELDHOUSE, and TOM FIELDHOUSE, Halifax, Nurserymen Halifax Pet Jan 11 Ord Jan 11

FRENCH, ARTHUR WILLIAM, Sicklinghall, Yorks, Farmer York Pet Sept 26 Ord Jan 13

FURNISS, ROBERT, Walworth rd, Grocer High Court Pet Jan 11 Ord Jan 12

GRANGER, HENRY THOMAS, Fairlawn grove, Chiswick, Stockbroker's Clerk Brentford Pet Jan 5 Ord Jan 12

HARDING, JOSEPH, Stratford rd, Kensington, Grocer High Court Pet Jan 11 Ord Jan 11

HARGREAVES, SARAH JANE, Higher Fence Gate Farm, nr Burnley, Farmer Burnley Pet Jan 9 Ord Jan 11

HEMMERDE, HENRY GEORGE, Lee, Kent, Gent Greenwich Pet Nov 20 Ord Jan 11

HODGE, JAMES, Kingswood, Glos, Greengrocer Bristol Pet Jan 6 Ord Jan 13

HOLLOWAY, JULIUS, Wednesbury, Builder Walsall Pet Dec 9 Ord Jan 1

LANCASTER, FREDERIC, York, Farmer York Pet Jan 13 Ord Jan 13

LAWRENCE, BENJAMIN, Stroud, Glos, Hay Dealer Gloucester Pet Nov 3 Ord Jan 12

LYNN, WILLIAM, Wooburn, Bucks, Corn Merchant Windsor Pet Dec 9 Ord Jan 11

MALTBY, GILBERT, Darton, nr Barnsley, Storekeeper Barnsley Pet Sept 10 Ord Jan 12

MARTIN, CHARLES, Cheetham, Manchester, Restaurateur Manchester Pet Jan 11 Ord Jan 11

MAUGHAN, WILLIAM, Middlesborough, Hotel Keeper Middlesborough Pet Jan 11 Ord Jan 12

MYLREA, FREDERICK GARLAND, Manchester sq, Gent High Court Pet June 25 Ord Jan 13

NAYLOR, HENRY, and JAMES NAYLOR, Wigan, Grocers Wigan Pet Dec 22 Ord Jan 13

PEARCE, LEMUEL CALLAWAY, and JOHN ATKINS STEVENS, Bristol, Auctioneers Bristol Pet Dec 17 Ord Jan 13

PRATT, RICHARD, Darlington, Durham, Grocer Stockton on Tees and Middlesborough Pet Jan 11 Ord Jan 11

RUDKIN, ALFRED, Leicester, Joiner Leicester Pet Jan 2 Ord Jan 12

SALMON, CHARLES WHIPPIE, Bristol, Timber Merchant Bristol Pet Dec 31 Ord Jan 13

SHAPCOTT, HENRY, Torquay, Ironmonger Exeter Pet Dec 1 Ord Jan 11

SMITH, WILLIAM PENNINGTON, Mitre st, Webber st, Lambeth, Builder High Court Pet Nov 30 Ord Jan 13

SPENCER, ISAAC, Halifax, Brassfounder Halifax Pet Jan 13 Ord Jan 13

ST JOHN, ARTHUR WILLIAM, Lymington, Hants, Butcher Southampton Pet Jan 13 Ord Jan 13

TASKER, JOSEPH SALVINUS, Leeds, Provision Dealer Leeds Pet Jan 11 Ord Jan 11

TAYLOR, WILLIAM, Exeter, Baker Exeter Pet Jan 13 Ord Jan 13
WALTON, JOSIAH SAMUEL, Kettering, Northamptonshire, Boot Manufacturer Northampton Pet Jan 7 Ord Jan 11
WHITE, MARY ANN, Anerley, Surrey, late Tanner High Court Pet Jan 5 Ord Jan 12
WHITELEY, HOLT, Halifax, Railway Clerk Halifax Pet Jan 13 Ord Jan 13
YOUNG, JOHN, Banbury, Tailor Banbury Pet Dec 23 Ord Jan 12

London Gazette.—TUESDAY, Jan. 19.

RECEIVING ORDERS.

ABEL, JOHN SMITH, Herongate, nr Brentwood, Essex, Farmer Chelmsford Pet Dec 30 Ord Jan 13
ALWAY, THOMAS, Bristol, Dairyman Bristol Pet Jan 14 Ord Jan 14
ANTELL, WILLIAM, Anerley, Surrey Croydon Pet Nov 13 Ord Jan 14
BASING, JOSHUA, Wimbledon, Surrey, Draper Kingston Pet Dec 31 Ord Jan 14
BELL, GEORGE, Newby, Yorks, Cowkeeper Stockton on Tees and Middlesborough Pet Jan 14 Ord Jan 14
BLEEZE, GEORGE, Belvedere, Kent, Bricklayer Rochester Pet Jan 15 Ord Jan 15
BREWER, GEORGE, Ely, Cambs, Ropemaker's Manager Cambridge Pet Jan 16 Ord Jan 16
BROWNING, THOMAS, Newchurch, Kent, Farmer Hastings Pet Jan 14 Ord Jan 14
BUSHELL, WILLIAM SMITH, Eythorne, Kent, Licensed Victualler Canterbury Pet Jan 14 Ord Jan 14
CLEGG, WILLIAM, Altrincham, Cheshire, Boot Manufacturer Manchester Pet Dec 31 Ord Jan 15
CROUCHER, ADA MARION, and CONSTANCE EMILY CROUCHER, Lee, Kent, Schoolmistresses Greenwich Pet Jan 11 Ord Jan 11
DOWNING, JAMES, and SAMUEL CORK, Chesterton, Staffs, Joiners Hanley, Burslem, and Tunstall Pet Jan 14 Ord Jan 14
DURHAM, EDGAR, Margaret st, Tailor High Court Pet Dec 23 Ord Jan 15
EAST, ARTHUR, Sudbury, Suffolk, Boot Manufacturer Colchester Pet Jan 14 Ord Jan 14
EICHENBRENNER, CHARLES HUGO, Paternoster row, Teacher of Languages Edmonton Pet Jan 15 Ord Jan 15
GENTRY, MARK, London wall, Builder High Court Pet Jan 16 Ord Jan 16
HARRISON, JAMES, Burnley, Operative Cotton Spinner Burnley Pet Jan 14 Ord Jan 14
HESLY, EDWARD ROBERT, Calne, Wilts, Solicitor Swindon Pet Dec 18 Ord Jan 14
HUGHES, JOHN VINCENT, Anfield, nr Liverpool, Clerk to Mersey Docks and Harbour Board Liverpool Pet Jan 14 Ord Jan 14
HURLEY, WILLIAM CALLOW, Cardiff, Cab Proprietor Cardiff Pet Jan 13 Ord Jan 13
INNOCENT, LEWIS WILLIAM, George Hotel, Millwall Docks, Licensed Victualler's Cellarman High Court Pet Dec 11 Ord Jan 15
JAMES, FREDERICK C, Quality Court, Chancery lane, Solicitor High Court Pet Nov 25 Ord Jan 16
JONES, GEORGE, Manorbier, Pembs, Carpenter Pembroke Dock Pet Jan 15 Ord Jan 15
JONES, HENRY THOMAS, Presteigne, Radnor, Hotel Manager Leominster Pet Jan 2 Ord Jan 14
KASTELL, FREDERICK, and ARTHUR GEORGE FORD, Cogan, Pill, nr Cardiff, Builders Cardiff Pet Jan 15 Ord Jan 15
KELSON, GEORGE M, St James's sq, Gent High Court Pet Nov 26 Ord Jan 13
KING, HENRY, Lower Seymour st, House Decorator High Court Pet Dec 5 Ord Jan 14
KING, JOHN SIMEON, Salisbury, Builder Salisbury Pet Jan 14 Ord Jan 14
LACEY, WILLIAM RANDOLPH, Brockley, Kent, House Agent Greenwich Pet Jan 11 Ord Jan 11
LAWRANCE, EDWARD GEORGE, Perham rd, West Kensington, Gent High Court Pet Jan 16 Ord Jan 16
NATION, ALFRED, Kimbolton, Hunts, Grocer Bedford Pet Jan 12 Ord Jan 13
NEWCOMBE, GEORGE HENRY, Torquay, Ironmonger Exeter Pet Jan 14 Ord Jan 14
PEDLEY, JAMES, Hanley, Potter's Manager Hanley Pet Jan 11 Ord Jan 11
PHILLIPS, GEORGE, Holyhead, Anglesey, Innkeeper Bangor Pet Jan 14 Ord Jan 14
PRANGNELL, WILLIAM, Sandown, I of W, Grocer Newport and Ryde Pet Jan 14 Ord Jan 14
RADFORD, THOMAS, Sidmouth, Devon, Painter Exeter Pet Jan 16 Ord Jan 16
RALPH, FREDERICK JOHN, Faversham, Kent, Miller Canterbury Pet Jan 15 Ord Jan 15
SCOTCIA, GIOVANNI ANGELO, Fitzroy sq High Court Pet Oct 3 Ord Jan 14
SEPHTON, RICHARD, St Helen's, Builder Liverpool Pet Jan 11 Ord Jan 15
SHACKLETON, RICHARD, Guisley, Yorks, Farmer Leeds Pet Dec 30 Ord Jan 14
SIMPSON, WILLIAM, Kendal, Wine Merchant Kendal Pet Jan 16 Ord Jan 16
SMALLEY, WILLIAM BYRON, Ipswich, Tailor Ipswich Pet Jan 5 Ord Jan 5
SNOW, JOHN CHARLES, Low Burnham, Lincs, Farmer Lincoln Pet Jan 15 Ord Jan 15
THOMPSON, ARTHUR, Sheffield, Artist's Traveller Sheffield Pet Jan 16 Ord Jan 16
TYRELL, JOSEPH, Swansea, Painter Swansea Pet Jan 15 Ord Jan 15
WALKER, J LESLIE, Gracechurch mans, Westminster High Court Pet Aug 26 Ord Jan 14
WALKER, WALTER WILLIAM, Pool pl, Silver st, Kensington, Provision Merchant High Court Pet Dec 31 Ord Jan 14
WELSH, JOHN LAWRENCE, Liverpool, Paint Manufacturer Liverpool Pet Jan 14 Ord Jan 14
WILKINSON, CHARLES HERBERT, Salters' Hall ct, Contractor High Court Pet Aug 14 Ord Jan 14
WITCHURCH, JAMES, Finsbury park rd, Corn Merchant High Court Pet Dec 30 Ord Jan 14
WOODWARD, GEORGE, Aston juxta Birmingham, Brewer Birmingham Pet Dec 30 Ord Jan 14
YEOMANS, JOHN, Shrewsbury, Cabinet Maker Shrewsbury Pet Jan 16 Ord Jan 16

FIRST MEETINGS.

ABEL, JOHN SMITH, Herongate, nr Brentwood, Essex, Farmer Jan 27 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
ABRAHAMS, H., King's rd, Camden Town Jan 20 at 1 33, Carey st, Lincoln's inn
BAYLEY, J. A., Leadenhall st, Iron Merchant Jan 29 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
BLEEZE, GEORGE, Belvedere, Kent, Bricklayer Feb 1 at 11.30. Off Rec, High st, Rochester
BESSO, MATTATIA, Cheetham, Manchester, Agent Jan 27 at 3 Ogden's chmbrs, Bridge st, Manchester
CLACK, JOHN CHARLES, Sterndale rd, West Kensington, Solicitor Jan 29 at 12 33, Carey st, Lincoln's inn
COHEN, HYMAN, Leeds, Jeweller Jan 27 at 12 Off Rec, 22, Park row, Leeds
CRAVOS, STEPHEN, Cardiff, Shipwright Jan 28 at 12 Off Rec, 29, Queen st, Cardiff
EVANS, WILLIAM, Middlesborough, Boiler Maker Jan 27 at 3 Off Rec, Middlesborough
FELLOWS, WILLIAM, Walmer rd, Notting hill, Clothier Jan 29 at 2.30 33, Carey st, Lincoln's inn
GUEST, GEORGE, and FREDERICK GEORGE GUEST, Tunstall, Staffs, Earthenware Manufacturers Jan 28 at 10 Off Rec, Newcastle under Lyme
HARGREAVES, SARAH JANE, Higher Fence Gate Farm, nr Burnley, Farmer Feb 4 at 2 Exchange Hotel, Nicholas st, Burnley
HOLLAND, THOMAS, Manningtree, Essex, Tailor Jan 26 at 12 Off Rec, 36, Princes st, Ipswich
JAMESON & SANDYS, Jermyn st, Wine Merchants Jan 29 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
JONES, THOMAS EDWARD BOURNE, Birmingham, Metal Merchant Jan 27 at 11 25, Colmore row, Birmingham
KASTELL, FREDERICK, and ARTHUR GEORGE FORD, Cogan, Pill, nr Cardiff, Builders Jan 26 at 12 Off Rec, 29, Queen st, Cardiff
KING, JOHN SIMEON, Salisbury, Builder Jan 28 at 12.30 Off Rec, Salisbury
LANCASTER, FREDERIC, York, late Farmer Jan 27 at 11.30 Off Rec, York
LINTHWAITE, ALBERT E., and ARTHUR LINTHWAITE, Birmingham, Tailors Jan 29 at 11 25, Colmore row, Birmingham
MORGENSTERN, JACOB, Tenby, Tobacconist Jan 26 at 12.30 Off Rec, 11, Quay st, Carmarthen
MORRELL, WILLIAM FAWCETT, Brierfield, Lancs, Clothier Feb 4 at 1 Exchange Hotel, Nicholas st, Burnley
NEWCOMBE, GEORGE HENRY, Torquay, Ironmonger Jan 28 at 10 Off Rec, 13, Bedford cir, Exeter
NEWMAN, GEORGE, Tongwynlais, nr Cardiff, Innkeeper Jan 28 at 2.30 Off Rec, 29, Queen st, Cardiff
PEDLEY, JAMES, Hanley, Potter's Manager Jan 28 at 10.30 Off Rec, Newcastle under Lyme
PRANGNELL, WILLIAM, Sandown, I of W, Grocer Jan 27 at 3 Holyrood chmbrs, Newport, I of W
RAMSEY, JOHN, Stockton on Tees, Grocer Jan 27 at 3 Off Rec, Middlesborough
RICHARDSON, THOMAS, Islip, Northamptonshire, Higgler Jan 27 at 12.15 County Court bldgs, Northampton
RILEY, WILLIAM HENRY, Burnley, Fish Salesman Feb 4 at 1.30 Exchange Hotel, Nicholas st, Burnley
SCHORNSHEIM, FERDINAND OSCAR, 213, Hammersmith rd, Baker Jan 29 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn
SMALLEY, WILLIAM BYRON, Ipswich, Tailor Jan 26 at 11 36, Princes st, Ipswich
TASKER, JOSEPH SALVINUS, Leeds, Provision Dealer Jan 27 at 11 Off Rec, 22, Park row, Leeds
YEOMANS, JOHN, Shrewsbury, Cabinet Maker Jan 26 at 10.30 Off Rec, Talbot chmbrs, Shrewsbury

NOTE.—Re John Henry Towell, Stockton-on-Tees and Middlesborough, the date of Order for Summary Administration, published in the London Gazette Jan. 5 (Notice of the First Meetings), as Dec. 29, was incorrect, no order for Summary Administration having at that date been made.

ADJUDICATIONS.

ALWAY, THOMAS, Bristol, Dairyman Bristol Pet Jan 14 Ord Jan 14
BATH, JOHN S, Crayford, Kent, Farmer Rochester Pet Oct 21 Ord Jan 14
BELL, GEORGE, Newby, Yorks, Cowkeeper Stockton on Tees and Middlesborough Pet Jan 14 Ord Jan 14
BLEEZE, GEORGE, Belvedere, Kent, Bricklayer Rochester Pet Jan 15 Ord Jan 15
BREWER, GEORGE, Ely, Cambs, Ropemaker's Manager Cambridge Pet Jan 16 Ord Jan 16
BROWNING, THOMAS, Newchurch, Kent, Farmer Hastings Pet Jan 14 Ord Jan 14
BUSHELL, WILLIAM SMITH, Eythorne, Kent, Licensed Victualler Canterbury Pet Jan 14 Ord Jan 14
CLUTTEN, EDWARD, Regent's park terr, Church end, Finchley, Corndealer Barnet Pet Jan 9 Ord Jan 14
CROUCHER, ADA MARION, and CONSTANCE EMILY CROUCHER, Lee, Kent, Schoolmistresses Greenwich Pet Jan 11 Ord Jan 11
DOWNING, JAMES, and SAMUEL CORK, Chesterton, Staffs, Joiners Hanley, Burslem, and Tunstall Pet Jan 14 Ord Jan 14
EAST, ARTHUR, Sudbury, Suffolk, Boot Manufacturer Colchester Pet Jan 12 Ord Jan 14
HARRISON, JAMES, Burnley, Operative Cotton Spinner Burnley Pet Jan 8 Ord Jan 14
HERBERT, GEORGE WILLIAM, Birmingham, Toy Manufacturer Birmingham Pet Dec 4 Ord Jan 14
HUGHES, HENRY, Llanaelhaiarn, Carnarvonshire, Farmer Portmadoc and Blaenau Festiniog Pet Dec 14 Ord Jan 16
JONES, GEORGE, Manorbier, Pembs, Carpenter Pembroke Dock Pet Jan 15 Ord Jan 15
JONES, JOHN ELIAS, Blaenau Festiniog, Merioneth, Draper Blaenau Festiniog Pet Dec 8 Ord Jan 14
KASTELL, FREDERICK, and ARTHUR GEORGE FORD, Cogan, Pill, nr Cardiff, Builders Cardiff Pet Jan 15 Ord Jan 15
KING, JOHN SIMEON, Salisbury, Builder Salisbury Pet Jan 14 Ord Jan 14
NAYLOR, ALFRED, Kimbolton, Hunts, Grocer Bedford Pet Jan 12 Ord Jan 13
NICHOLLS, JAMES GEORGE, Walsall, Builder's Foreman Walsall Pet Jan 9 Ord Jan 13
OWEN, GEORGE WILLIAM, Ramsgate, Greengrocer Canterbury Pet Dec 7 Ord Jan 15
PEDLEY, JAMES, Hanley, Potter's Manager Hanley Pet Jan 11 Ord Jan 11
PHILLIPS, GEORGE, Holyhead, Anglesey, Innkeeper Bangor Pet Jan 14 Ord Jan 14
PRANGNELL, WILLIAM, Sandown, I. W., Grocer Newport and Ryde Pet Jan 14 Ord Jan 14
RADFORD, THOMAS, Sidmouth, Devon, Painter Exeter Pet Jan 16 Ord Jan 16
RILEY, WILLIAM HENRY, Burnley, Fish Salesman Burnley Pet Jan 13 Ord Jan 14
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SNOW, JOHN CHARLES, Low Burnham, Lincs, Farmer Lincoln Pet Jan 15 Ord Jan 15
THOMPSON, ARTHUR, Sheffield, Artist's Traveller Sheffield Pet Jan 16 Ord Jan 16
WHITTLE, EUTYCHUS, Wolverhampton, Iron Brazier Wolverhampton Pet Jan 12 Ord Jan 15
YEOMANS, JOHN, Shrewsbury, Cabinet Maker Shrewsbury Pet Jan 16 Ord Jan 16

ADJUDICATION ANNULLED.

EDWARDS, JAMES, Calveley, Cheshire, Gent Nantwich and Crewe Adjud Dec 6, 1888 Annul Jan 13

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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